



**INVITATION TO BID  
FOR THE  
CONSTRUCTION OF**

**JOHNS CREEK ITS PHASE 3A  
SR 120, MCGINNIS FERRY ROAD & STATE  
BRIDGE ROAD - ITS SYSTEM EXPANSION**

**Johns Creek, Georgia  
Forsyth, Fulton & Gwinnett Counties  
P.I. NO. 0012626**

**BID NUMBER 16-132**

**Release of Bid  
4/14/16**

**PRE-BID CONFERENCE  
4/26/16 @ 10:00 A.M.**

**Bid Due Date  
5/12/16 @ 10:00 A.M.**

**Questions must be directed to:  
City of Johns Creek, Purchasing Manager, John T. Henderson,  
Via e-mail to:  
[john.henderson@johnscreekga.gov](mailto:john.henderson@johnscreekga.gov)**

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**Tom Black  
Director of Public Works**

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## **BID FORM**

**To: City of Johns Creek  
Purchasing Manager  
Johns Creek, Georgia 30097**

### **Ladies and Gentlemen:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Johns Creek, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**JOHNS CREEK ITS PHASE 3A  
SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION  
PI 0012626**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Johns Creek in full conformance with the Contract Documents.

Unless otherwise directed, all work under this contract shall be done in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) and applicable Supplemental Specifications and Special Provisions. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Attached hereto is an executed Bid Bond or certified check on the (Bank) \_\_\_\_\_

\_\_\_\_\_ Of (City, State) \_\_\_\_\_

\_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Johns Creek and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Johns Creek may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void.

The DBE goal for this project is: 7%

Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT.

Bidders submitting bids in excess of \$2,000,000 must be prequalified with GDOT.

Bidder also acknowledges receipt of the following addenda:

Addendum No.

Date Received

\_\_\_\_\_

\_\_\_\_\_

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:  
Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Bidder - Company Name)

\_\_\_\_\_  
(Mailing Address)

By:

\_\_\_\_\_  
(Title)

## BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

Completed Bid Schedule and Bid Form.  
Applicable Compliance Specifications Sheets.  
Applicable Addenda Acknowledgement(s).  
Completed BID TAB Sheet (Bid Schedule)  
Appropriate Bond Information  
Certificate of Insurance  
References to verify experience with similar type projects  
Completed DBE Goals Form and the Federal Aid Certification  
Completed Georgia Security and Immigration Compliance Act Affidavit

### BIDDING REQUIREMENTS

GDOT Specification – Section 102-Bidding Requirements and Conditions will be followed for this bid package unless otherwise noted.

All questions should be e-mailed to [john.henderson@johnscreekga.gov](mailto:john.henderson@johnscreekga.gov). The deadline for submitting questions is April 27, 2016 at 5 P.M.. Responses to questions will be submitted in an addendum on April 29, 2016. Information concerning this bid, including addendum information and question responses, can be found online at [www.johnscreekga.gov](http://www.johnscreekga.gov); link to purchasing page.

Interested parties shall submit their completed bid by the date and time designated on the cover sheet to the City of Johns Creek Purchasing Office. The completed bid shall be delivered in a sealed, opaque envelope with the name of firm submitting, address, phone, and primary point of contact. Any bids received after the deadline will be returned to the bidder unopened.

Each bid must be accompanied by a **bid bond**, prepared on an accepted form, duly executed by the bidder, in the amount of **five percent (5%) of that bid**. **In order to allow for GDOT review and approval of the contract, the bid bond must be valid for a period of not less than 90 days.** The successful bidder for this contract will be required to furnish **a satisfactory performance bond in the amount of 100% of the bid and labor and material payment bond in the amount of one hundred and ten percent (110%) of the bid.**

If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The City provides equal business opportunity for all businesses and does not discriminate against any persons regardless of race, color, religion, age, sex, national origin or handicap

**CONSTRUCTION SCHEDULE:** The Contractor will be responsible for printing plans.

Release of Bid	4/14/16
Pre-bid Conference	4/26/16 @ 10:00 A.M.
Deadline for Questions	4/27/16 @ 5:00 P.M.
Response to Questions	4/29/16
<b>Bid Due Date:</b>	<b>5/12/16 @ 10:00 A.M.</b>
Anticipated Notice to Proceed:	7/25/16
Project Completion Date:	9 Months from Notice to Proceed

### 1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a bid or proposal to supply the City with equipment, supplies, and/or services as described herein.

### 1.2 HOW TO PREPARE BID PROPOSALS: All Bid Proposals Shall Be:

A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be submitted. **IF THE REQUIRED BID DOCUMENTS ARE NOT RETURNED IN THEIR ENTIRETY, THE BID WILL NOT BE CONSIDERED.** Alternate forms may be used for surety requirements. **ALL ALTERNATE FORMS MUST BE ATTACHED IN THE PROPER LOCATION. THE EXECUTED FORMS FOR FEDERAL-AID CERTIFICATION AND DBE GOALS MUST BE SUBMITTED WITH BID. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT TO THE LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID.**

B. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED IN LONGHAND AND ALL BLANK SPACES MUST BE FILLED IN.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

### 1.3 HOW TO SUBMIT BID PROPOSALS: All bid proposals shall be:

A. **Submitted in sealed opaque envelopes, plainly marked with the JOHNS CREEK ITS PHASE 3A, P.I. No. 0012626, Date, Time of bid opening, Your Company Name and Your contractors' license number.**

B. Mailed or delivered as follows in sufficient time to ensure receipt by the City on or before the time and date specified.

- a. Mailing Address: City of Johns Creek  
12000 Findley Rd, Suite 400  
Johns Creek, Georgia 30097
- b. Hand Delivery: City of Johns Creek  
12000 Findley Rd, Suite 400  
Johns Creek, Georgia 30097

**BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED OR WITHOUT APPROPRIATE MARKINGS ON THE OUTSIDE OF THE ENVELOPE WILL NOT BE OPENED OR CONSIDERED.**

### 1.4 HOW TO SUBMIT AN OBJECTION:

Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the City in the following manner:

A. The pre-bid conference is scheduled in the advertisement to bidders. Bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

B. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

#### **1.5 SECTION RESERVED.**

#### **1.6 ERRORS IN BIDS:**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.

#### **1.7 STANDARDS FOR ACCEPTANCE OF BID FOR CONTRACT AWARD:**

The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids. See Section 102 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

#### **1.8 BIDDER:**

Whenever the term "bidder" is used it shall encompass the "person", "business", "contractor", "supplier", "vendor", or other party submitting a bid or proposal to the City in such capacity before a contract has been entered into between such party and the City.

#### **1.9 COMPLIANCE WITH LAWS:**

The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or the City stature, ordinances and rules during performance of any contract between the contractor and the City. Any such requirement specifically set forth in any contract document between the contractor and the City shall be supplementary to this section and not in substitution thereof. See Sections 102 & 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

#### **1.10 CONTRACTOR:**

Contractor or Subcontractor means any person or business having a contract with the City. The contractor/vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connections with the awarded contract as more fully specified in the contract documents. See Section 108 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

#### **1.11 SECTION RESERVED.**

#### **1.12 INSPECTING & TESTING MATERIALS:**

Whenever, in these Contract Documents, inspecting, testing, or certification of materials(s) is called for, the selection of bureaus, laboratories and/or agencies for such inspecting and testing shall be made by the Engineer, testing shall be stipulated by the Engineer and the character of the test shall be stipulated by the



Engineer. The Contractor is not responsible for inspection and testing. Documentary evidence satisfactory to the Engineer that the materials have passed the required inspection and tests must be furnished in quadruplicate to the Engineer by the bureau, agency, or laboratory selected. Materials satisfactorily meeting the requirements of the inspection or tests shall be approved by the Engineer and the Contractor notified of the results. The cost of such inspecting and testing shall be paid for by the Contractor. **ALL TESTING SHALL MEET THE REQUIREMENTS OUTLINED IN THE GDOT SAMPLING, TESTING, AND INSPECTION GUIDE (STI).** Material Testing type and frequency according to STI. All materials must be from approved GDOT sources.

#### **1.13 CONSTRUCTION SCHEDULE:**

The Contractor will be required to submit a construction schedule, in writing, identifying milestones and completion dates at the pre-construction conference. The schedule must be approved prior to start of project.

#### **1.14 STAKING:**

The Contractor shall stake or flag the exact location of each sign assembly post and shall notify the City when all post locations have been staked or flagged. No post shall be set by the contractor without prior written approval of the exact location from the City.

#### **BORROW MATERIAL:**

Borrow material, if required, shall be supplied by the contractor. Contractor shall provide all labor, equipment and materials necessary to excavate, haul, and deliver the borrow material to the site. Payment for borrow material is included in Grading Complete. Contractor is responsible for environmental clearance of borrow site and testing to determine suitable material according to GDOT Specs.

#### **1.16 SECTION RESERVED.**

#### **1.17 PARTICIPATION:**

The US Department of Transportation and the Georgia Department of Transportation are participating in this project.

## **GENERAL CONDITIONS**

### **SECTION 2**

#### **2.1 SPECIFICATIONS:**

Any obvious error or omission in specifications shall not inure to the benefit of the bidder, but shall put the bidder on notice to inquire of or identify the same from the City. Whenever herein mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these qualifications. The attached specifications shall be used for this project.

#### **2.2 MULTIPLE BIDS:**

No vendor shall be allowed to submit more than one bid.

#### **2.3 BID FOR ALL OR PART:**

Bidders must submit a bid for the Base Bid items of the project and separate bids for each of the Additional Alternates. Bidder may not restrict his bid to consideration in the aggregate but must name a unit price on each item bid upon.

#### **2.4 PRICES TO BE FIRM:**

Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the bid.

#### **2.5 COMPLETENESS:**

All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid proposal.

#### **2.6 QUALITY:**

All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality and of the highest standard of workmanship.

Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts, and of the skills employed.

#### **2.7 GUARANTEE:**

Unless otherwise specified by the City, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of three (3) years. (Includes two (2) growing seasons for plants). If, within the guarantee period any defects occur which are due to faulty material and/or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be designated by the City as being least detrimental to the operation of the City business.

#### **2.8 LIABILITY PROVISIONS:**

Where bidders are required to enter or go onto City property to take measurements or gather other information in order to prepare the bid or proposal as requested by the City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless the City from any liability arising

therefrom. The contract documents specify the liability provisions required of the successful bidder in order to be awarded a contract with the City.

## **2.9 CANCELLATION OF CONTRACT:**

The contract may be cancelled or suspended by the City in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms as described in Section 108 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

## **2.10 PATENT INDEMNITY:**

Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract or out of the use of disposal for the account of the City of supplies furnished or construction work performed hereunder.

## **2.11 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

## **2.12 AWARD OF CONTRACT:**

See Section 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

## **2.13 PROCUREMENT PROCEDURES:**

Objections and protests to any portion of the procurement process or actions of the City staff may be filed with the City for review and resolution.

## **2.14 QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER OR PROPOSAL):**

A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals as described in Section 102 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

## **2.15 SECTION RESERVED.**

## **2.16 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:**

The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents from a part of the bidders proposal or bid and by reference are made a part hereof. See Section 102 & 103 of the Georgia

Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**2.17 SIGNED BID CONSIDERED OFFER:**

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the City, Purchasing Agent or his designee. In case of default on the part of the bidder after such acceptance, the Bidder shall forfeit 5% of the Bid Bond and the City may take action as it deems appropriate, including legal action for damages or lack of required performance.

**2.18 NOTICE TO PROCEED:**

The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the City or their designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**2.19 SECTION RESERVED.**

**PRICE CHANGE:**

See Section 109 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

**2.21 BONDS:**

A. Such bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price and be accompanied with agents & underwriters name, address and phone number.

B. Contractor(s) shall post a payment bond of 110% of the bid price and a performance bond of 100% of the bid price if awarded the project. Such Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by City.

**2.22 SECTION RESERVED.**

**2.23 TERMS OF CONTRACT:** (check where applicable)

\_\_\_\_\_ A. Annual Contract

\_\_\_\_\_ B. One-time Purchase

  X   C. Other One Time Contract

**2.24 RESPONSIBILITY FOR CLAIMS AND RELIABILITY:**

The Contractor shall agree to hold harmless, indemnify and defend the City and its agents, Engineers, engineers and employees while acting within the scope of their duties from and against any and all liability, claims, damages and cost of defense arising out of the Contractor's performance of the work described herein, but not including the sole negligence of the City, its agents, Engineer and engineers, or employees. The Contractor will require any and all Subcontractors to conform to the provisions of this clause prior to commencing any work and agrees to insure that this clause is in conformity with the insurance provisions of the contract.

## INSURANCE

The Contractor shall purchase prior to commencement of the work, and maintain the following insurance:

Insurance covering claims under Workmen's Compensation, in accordance with the laws of the State of Georgia, disability benefit and other similar employee benefit acts, against himself or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

Contractor's Public and Automobile Liability Insurance in an amount of not less than \$100,000 for injuries, including those resulting in death, and in an amount not less than \$300,000, and not to exceed \$1,000,000 for any one occurrence

Contractor's Public and Automobile Liability Insurance in an amount not to exceed \$100,000 for each occurrence of property damage and \$200,000 for the aggregate of operations.

(a) Any exclusion of so-called underground damage to pipes, collapse of structures or damage resulting from explosion or blasting, shall be deleted.

The policy shall provide completed operations coverage, and such coverage shall be maintained by the Contractor for a period of one year from the date of payment of the final amounts owed the Contractor by the City, whichever occurs first.

Property Damage Insurance in an amount of not less than \$50,000 but not to exceed \$100,000 from damages on account of any occurrence, with a limit of \$200,000 for the aggregate of operations.

Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project.

Owner's protective liability insurance, in the name of the City, his professional consultants and their agents as additional insured under the contractor's general liability insurance policy with respect to the services performed by the Contractor for the City, with the following limits:

Personal Injury including death - limits of \$100,000.00 for each person and \$300,000.00 for each occurrence.

Property Damage - limits of \$50,000.00 for each person and \$100,000.00 for the aggregate of operations.

## ENDORSEMENTS

On all insurance, there shall be attached to and made a part of every policy or certificate of insurance required hereunder, as the case may be, an endorsement stating that "The insurance company agrees that Policy Number \_\_\_\_\_ shall not be cancelled, changed or allowed to lapse until ten (10) days after the City has received written notice of the cancellation or change or lapse, as evidenced by return receipt of certified or registered letter, and it is agreed further that as to lapsing such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on this policy.

## DISPOSITION OF POLICIES AND CERTIFICATES

A certificate of insurance acceptable to the City shall be filed with the City prior to commencement of the work, and to all Workmen's Compensation Insurance required hereunder.

Certified copies of all policies of Builders Risk, Contractor's protective liability insurance and Contractor's public and automobile liability insurance and the City's Protective Liability required hereunder shall be filed with the City prior to commencement of the work.

No insurance required hereunder will be acceptable unless written by a company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued, and acceptable to the City.

## **2.26 BASIS OF CONTRACT AWARD:**

A. If the contract is awarded, it will be awarded to the lowest responsive and responsible bidder. The low bidder will be determined based on the low base bid and any alternatives selected by the City. See Section 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

B. The City reserves the right to reject any or all proposals and to waive any technicalities.

Contracts will be administered by the City Representative. Invoices will be submitted to the City Representative as directed.

## **SECTION RESERVED.**

## **SUBLETTING, ASSIGNMENT OR TRANSFER**

The City considers the work of the CONTRACTOR personal. The CONTRACTOR agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City.

The City reserves the right to review all subcontracts prepared in connection with the agreement, and the CONTRACTOR agrees that it shall submit to the City any proposed subcontract documents together with the subcontractor cost estimates for review and written concurrence of the City in advance of their execution.

All subcontracts of \$10,000 or more shall include the provisions set forth in this agreement.

## **COMPLIANCE WITH APPLICABLE LAW**

See Section 102 & 103 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). The CONTRACTOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 710.405(b) as stated in this agreement.

The CONTRACTOR shall comply and shall require all its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990(ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322 ; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

Subcontracting **SEVEN PERCENT (7 %)** of the project funds to Disadvantaged Business Enterprise (DBE), is the goal, as defined and provided for under the Federal Rules and Regulations 49 CFR et.seq. The CONTRACTOR shall ensure that DBE firms are certified with the Georgia Department of Transportation's Equal Employment Opportunity Office. The CONTRACTOR shall submit to the City for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

The CONTRACTOR shall comply and require all its subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects.

**SECTION RESERVED.**

## **SPECIAL CONDITIONS**

### **SECTION 3**

#### **3.1 DESCRIPTION OF WORK:**

The work consists of furnishing all materials, labor and equipment for the project entitled:

**JOHNS CREEK ITS PHASE 3A  
SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION  
PI 0012626**

Work shall include providing all materials, labor, and equipment for the Johns Creek SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION.

All work under this contract shall be done in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) and applicable Supplemental Specifications and Special Provisions.

All work under this contract also shall be done in accordance with the Required Contract Provisions and Federal and Construction Contracts of the Federal Highway Administration (FHWA).

All materials used in the process of completion of the work included in the contract will be furnished from Georgia Department of Transportation certified suppliers only and shall meet the requirements of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the responsibility of the bidder to carefully examine and fully understand the contract, plans, specifications, and other documents hereto attached and make a personal examination of the site of the proposed work, and has satisfied himself as to the actual conditions and requirements of the work.

The bidder further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the prices bid for the various items scheduled.

#### **3.2 COMMENCEMENT AND COMPLETION:**

The Contractor shall agree to commence work under this contract within ten (10) working days after the Notice to Proceed is issued, and complete all work within 9 months. The contractor shall work continuously on the project after the Notice to Proceed is issued.

#### **3.3 MAINTENANCE:**

Once the Notice to Proceed has been issued, the contractor is held responsible for all maintenance included within the limits of the project throughout the duration of the contract without exception.

#### **3.4 LIQUIDATED DAMAGES:**

Failure to complete the work within the duration given in item 3.2 plus any extension authorized in writing by the City shall entitle the City to deduct as "Liquidated Damages" from the monies due the contractor the amount shown in the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) for each calendar day in excess of the authorized construction time. See Section 108 of the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).



### **3.5 CONSTRUCTION SCHEDULE:**

The Contractor shall prepare a detailed schedule showing progress dates and completion dates of all phases. The schedule shall be approved by the Project Manager prior to commencing work. The Contractor will be responsible for keeping a Daily Diary to be approved by the City of Johns Creek.

### **3.6 LAYOUT OF THE WORK:**

The Contractor will layout his own construction survey and be responsible for all measurements in connection therein.

### **3.7 PAYMENT:**

Quantities in bid form are approximate and payment shall be for actual in-place work measurements.

### **3.8 SAFETY:**

The project will be open to traffic at all times. Traffic safety is paramount. The contractor will be responsible for all traffic signage, in accordance with the Manual on Uniform Traffic Control Devices, the Georgia Department of Transportation, and all other safety measures that will enhance the safety of the construction site. This item will not be included as a separate pay item but shall be included as a part of the contract.

### **3.9 PRE-CONSTRUCTION CONFERENCE:**

The contractor shall attend a pre-construction conference prior to commencing any work. The preconstruction conference is to include the GDOT Area Engineer as required by the TE Agreement, Exhibit A. The DBE firms to be used on this project as identified on the DBE Goals Form are to be invited to the preconstruction conference to assure each such firms are known to all parties and steps are taken to assure their use on the project.

### **3.10 DRUG-FREE WORKPLACE CERTIFICATION:**

The contractor is required to certify a drug-free workplace for all employees including subcontractors.

### **BUY AMERICA**

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth (0.1 percent) of the total contract cost or \$2,500, whichever is greater.

### **WORK STOPPAGE**

In the event of the discovery of significant archaeological remains, construction shall be stopped and the City shall notify the Georgia Department of Natural Resources of the discovery. In this context, to be “significant”, such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The City shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The

construction shall remain stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.

**SECTION RESERVED**

### **DRUG-FREE WORKPLACE CERTIFICATION**

**THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE \*\*DRUG-FREE WORKPLACE\*\*, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:**

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the contractor shall secure the following written certification:

\_\_\_\_\_ (CONTRACTOR) certifies to the City of Johns Creek that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as \_\_\_\_\_ (PROJECT) pursuant to paragraph seven (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

## PROPOSAL FORM

TO: City of Johns Creek  
12000 Findley Rd, Suite 400  
Johns Creek, Georgia 30097

Gentlemen:

In compliance with your Notice To Contractors, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Johns Creek to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, necessary to complete the work in the manner therein specified within the time specified, as therein set forth, for:

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Contractual Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with the City of Johns Creek in full conformance with the Contract Documents.

It is the intent of this Proposal to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within 9 months.

---

COMPANY

---

DATE

---

SIGNATURE

---

TITLE

---

DATE

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that \_\_\_\_\_, who signed said proposal in behalf of the Contractor, was then (Title) \_\_\_\_\_ of said Corporation; that said proposal was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers, that said Corporations organized under the laws of the State of .

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature (SEAL)

## OCCUPATIONAL TAX CERTIFICATE

Vendors/Contractors whose Business is located within the unincorporated area of the City of Johns Creek, or within any of the incorporated areas of Johns Creek, are to submit a copy of the appropriate Business License.

CURRENT OCCUPATIONAL TAX CERTIFICATE

NUMBER: \_\_\_\_\_

JOHNS CREEK NUMBER: \_\_\_\_\_

OTHER: \_\_\_\_\_

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM NUMBERS

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The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
    - (a) Employers Liability:  
Bodily Injury by Accident - \$100,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$100,000 each employee
  2. Comprehensive General Liability Insurance
    - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damageOwner's and Contractor's Protective
    - (b) Blanket Contractual Liability
    - (c) Blanket "X", "C", and "U"
    - (d) Products/Completed Operations Insurance
    - (e) Broad Form Property Damage
    - (f) Personal Injury Coverage
  3. Automobile Liability
    - (a) \$1,000,000 limit of liability
    - (b) Comprehensive form covering all owned, non-owned and hired vehicles
  4. Umbrella Liability Insurance
    - (a) \$1,000,000 limit of liability
    - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2, and 3 above
- Certificate Holder should read: The City of Johns Creek, Georgia, 12000 Findley Rd, Suite 400, Johns Creek, Georgia 30097.

### **SURETY REQUIREMENTS**

A Bid Bond for five percent (5%) of the amount of the bid is required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid will be required of the successful bidder.

A Payment Bond for one hundred and ten percent (110%) of the bid will be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for ninety (90) days from the date on which the bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized City of Johns Creek Contract Agreement, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with the City to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish a 100% Performance Bond and a 110% payment bond, and acknowledges the City's right to require a Performance Bond and a Payment Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with the City as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER



## BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

Corporation\_\_\_\_, Partnership\_\_\_\_, or Individual\_\_\_\_

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite 400, Johns Creek, Georgia 30097

(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, a proposal for furnishing materials, labor and equipment for:

**JOHNS CREEK ITS PHASE 3A  
SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION  
PI 0012626**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, and execute a sufficient and satisfactory **Performance Bond payable to the City of Johns Creek, Georgia, in an amount of 100% of the total Contract Price, and Payment Bond in the amount of 110% of the total Contract Price** in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek, Georgia, upon demand, the amount

hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 201\_\_

ATTEST:

\_\_\_\_\_  
(Principal)

BY:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

ATTEST

\_\_\_\_\_  
(Surety)

BY:

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

Corporation \_\_\_\_, Partnership \_\_\_\_, or Individual \_\_\_\_

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Oblige)

12000 Findley Rd., Suite 400, Johns Creek, Georgia 30097

(Address of Oblige)

Hereinafter referred to as Oblige; are held firmly bound unto said Oblige and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige, dated for: \_\_\_\_\_.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal)

BY:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

ATTEST

\_\_\_\_\_  
(Surety)

BY:

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

Corporation\_\_\_\_, Partnership\_\_\_\_, or Individual\_\_\_\_

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite 400, Johns Creek, Georgia 30097

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to

be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010

ATTEST:

\_\_\_\_\_  
(Principal)

BY:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

ATTEST

\_\_\_\_\_  
(Surety)

BY:

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
**(Bidder to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Seal)

**The City of Johns Creek requires 51% participation by the prime Contractor on all projects.**



## LIST OF SUBCONTRACTORS

I do \_\_\_\_\_ do not \_\_\_\_\_ propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

[illegible]

SIGNED: \_\_\_\_\_

CONTRACTOR

**OATH OF SUCCESSFUL BIDDER**

Personally appeared before the undersigned officer duly authorized by law to administer oaths and \_\_\_\_\_ who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented (Company Name) in bidding or procuring a Contract with the City of Johns Creek on the following project:

**JOHNS CREEK ITS PHASE 3A  
SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION  
PI 0012626**

and that said \_\_\_\_\_ has not by (himself, themselves) or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore, or induces or attempted to induce another to withdraw a bid for said work.

BY: \_\_\_\_\_  
Signature of Successful Bidder

\_\_\_\_\_  
Name - Printed

\_\_\_\_\_  
Title

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

**CONTRACT AGREEMENT (Page 1 of 2)**

THIS AGREEMENT made and entered into as of the (Date) \_\_\_\_\_, 201\_, by and between the City of Johns Creek, (Party of the First Part, Hereinafter called the City) and \_\_\_\_\_ (Party of the Second Part, Hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said City, for and in consideration of \_\_\_\_\_ and other good and valuable consideration, and under the penalty expressed in Bonds hereto attached, to furnish all equipment, tools, materials skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the base bid Proposal made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Proposal entitled:

**JOHNS CREEK ITS PHASE 3A  
SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION  
PI 0012626**

The Contractor shall commence the Work with adequate force and equipment within (10) ten days from receipt of Notice to Proceed from the City, and shall complete the Work within 9 months.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing

**CONTRACT AGREEMENT (Page 2 of 2)**

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**City of Johns Creek, GEORGIA**

ATTEST: \_\_\_\_\_  
Manager, City of Johns Creek

BY: \_\_\_\_\_ (SEAL)  
Mayor, City of Johns Creek

**CONTRACTOR**

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved as to Form:

BY: \_\_\_\_\_  
Attorney  
City of Johns Creek, Georgia

Executed in Triplicate

## **BID SPECIFICATIONS**

### **JOHNS CREEK ITS PHASE 3A SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION PI 0012626**

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#### **PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Johns Creek is developing a City wide ITS network. Phase 1 consisted of design and construction of a Traffic Control Center (TCC) in City Hall, completion of the surveillance project begun by Fulton County on SR 141 (Medlock Bridge Road), Installation of ITS assets on State Bridge Road, and design and construction of communication to connect the TCC with the field devices.

Phase 2 consists of converting existing signal systems to IP communication, installation of video surveillance, and construction of fiber and/or wireless communication to connect the TCC with these field devices on Jones Bridge Road, Old Alabama Road, Haynes Bridge Road, Medlock Bridge Road, and McGinnis Ferry Road.

Phase 3C will improve the operation and reliability of the traffic signals in the City of Johns Creek along the following corridors: SR141/Medlock Bridge Road, SR120/Abbotts Bridge Road/Kimball Bridge Road, McGinnis Ferry Road, State Bridge Road, Jones Bridge Road, Old Alabama Road, Sargent Road, Johns Creek Parkway and Haynes Bridge Road. The project will install uninterruptible power systems for 67 existing traffic signals throughout the City, adaptive traffic signal control technologies for 25 existing traffic signals on SR141/Medlock Bridge Road, McGinnis Ferry Road and State Bridge Road, and electrical power service assemblies for 5 existing traffic signals throughout the City.

Phase 3B will improve the City's ability to monitor traffic operations by upgrading the Traffic Control Center. Specifically, this project will install a larger video wall, provide video management software, and provide workstation furniture and computer equipment.

This project, Phase 3A, will improve operation and reliability of the ITS system by providing redundant fiber option routes through neighboring Gwinnet County. The project will convert three additional signals to IP communications and install 7 additional CCTV cameras.

The Contractor will construct all work per Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) and applicable Supplemental Specifications and Special Provisions.; Contract Documents including but not limited to typical sections, scope of work, plan drawings, and specifications; schedule; and budget. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall provide references for similar type projects.**

A Contractor whose bid is \$2,000,000 or less can be either a prequalified contractor or a registered subcontractor with the GDOT. All subcontractors must be Registered Subcontractors with GDOT. Contractors and Subcontractors must also be approved for use on the project. DOT Forms 483, 484, and 485 will be used for the approval process.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide.

The Georgia Department of Transportation and the City will inspect the work as it progresses.

The Plans are available on the City's website at no cost to the bidder.

The contractor is responsible for printing the plans.

### **SCOPE OF WORK**

Contractor shall refer to the general notes within the plans for additional scope of work information.

### **SPECIAL PROVISIONS**

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

### **PROSECUTION AND PROGRESS**

The Contractor will have 9 months after Notice to Proceed to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work, except punch list, work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon receipt of Notice to Proceed (NTP) the Contractor will be required to submit a progress schedule. The anticipated date that the contractor will receive NTP is MONTH x, 2015. The bid must be reviewed and approved by both GDOT and the City.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on federal and/or City holidays (i.e. Labor Day, Veteran's Day, Thanksgiving, Christmas Eve and Day, New Year's Day, Martin Luther King Day and President's Day, etc.). Refer to the Johns Creek web site for a calendar of holidays.

Purchasing Link

<http://www.johnscreekga.gov/services/purchasing>

#### City Holidays

<http://www.johnscreekga.gov/QuickLinks/City-Staff/Contact-Us>

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. The Contractor shall invoice monthly for work satisfactorily completed.

The Contractor shall be assessed liquidated damages in accordance with **Section 108—Prosecution and Progress, Subsection 108.08** for any work not completed after 9 months from Notice to Proceed.

#### **MATERIALS**

Contractor will be responsible for quality control of materials before incorporated into the project. All materials will meet appropriate GDOT specifications and must be approved from GDOT sources. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City. Inspections will be performed according to STI Manual by CEI.

#### **EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid. No change orders for differing site conditions will be accepted.

The City reserves the right to add, modify, or delete quantities. The City may also elect to eliminate certain work locations at its discretion. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work”. The bidder shall include the cost for all incidental work in their unit bid prices.

No payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City. This includes any pay item that exceeds the estimated quantities. The contractor must notify the City before proceeding with work in excess of the estimated quantities.

#### **SAFETY**

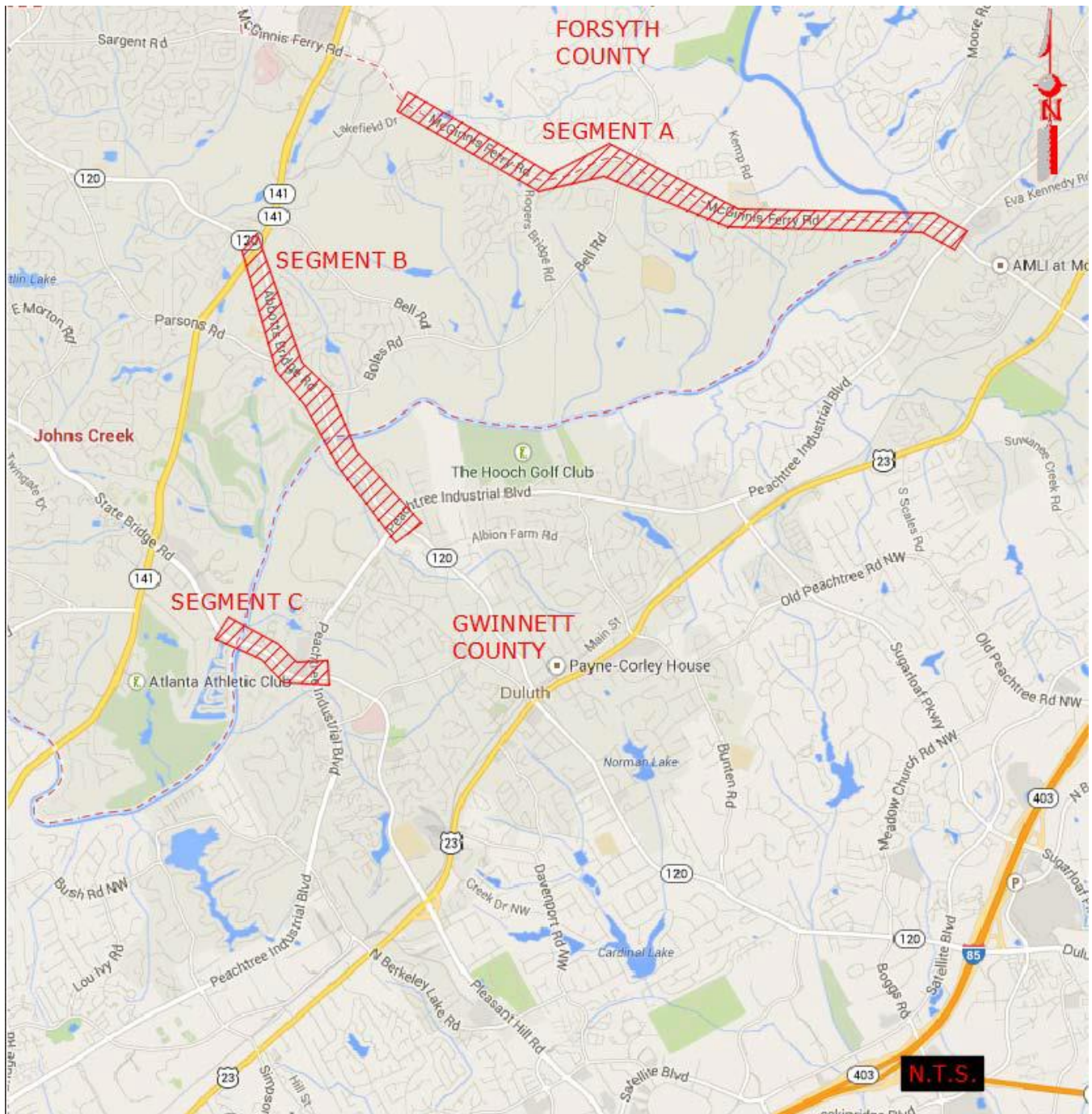
Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

**CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.



**PROJECT LOCATION MAP**  
**JOHNS CREEK ITS PHASE 3A**  
**SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION**  
**PI 0012626**



**BID SCHEDULE**  
**JOHNS CREEK ITS PHASE 3A**  
**SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD - ITS SYSTEM EXPANSION**  
**PI 0012626**

Item Number	Item Description	Unit	Quantity	Unit Price Price	Extended Price
150-1000	TRAFFIC CONTROL - 0012626	LS	1		
163-0240	MULCH	TN	3		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	300		
210-0100	GRADING COMPLETE	LS	1		
639-2002	STEEL WIRE STRAND CABLE, 3/8"	LF	1105		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	150		
647-2141	PULL BOX, PB-4S	EA	25		
647-2170	PULL BOX, PB-7	EA	12		
681-5115	LUMIN BRACKET ARM, 15 FT ARM	EA	7		
682-6219	CONDUIT, NONMETL, TP 2, 1 IN	LF	25		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	130		
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	37550		
682-9010	SVC POLE RISER	EA	4		
682-9950	DIRECTIONAL BORE - 5 INCH	LF	18750		
700-9300	SOD	SY	110		
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	110		
935-1116	OUT PLNT FBR OPT CBL, LOOSE TB, SM, 72 FBR	LF	25815		
935-1511	OUT PLNT FBR OPT CBL, DROP, SM, 6 FBR	LF	75		
935-3103	FIBER OPTIC CLOSURE, UNDRGRD, 24 FIBER	EA	4		
935-3105	FIBER OPTIC CLOSURE, UNDRGRD, 48 FIBER	EA	1		
935-3401	FBR OPTIC CLOSURE, FDC(RACK MTD), 6 FBR	EA	3		
935-3401	FBR OPTIC CLOSURE, FDC(RACK MTD), 288 FBR	EA	2		
935-4010	FIBER OPTIC SPLICE, FUSION	EA	552		
935-8000	TESTING	LS	1		
936-1000	CCTV SYSTEM, TYPE H	EA	7		
939-2230	GBIC, TYPE LX	EA	5		
939-2230	GBIC, TYPE EX	EA	3		
939-2300	FIELD SWITCH, TYPE A	EA	3		
999-0001	CABINET, TYPE C	EA	2		
999-0002	LOOP/PED LEAD-IN WIRE (SHIELDED, TWISTED/1000 FT); 3 PAIR, 18 AWG	REEL	1		
<b>TOTAL</b>					

**Davis Bacon Wage Rate Determination**

General Decision Number: GA160003 01/08/2016 GA3

Superseded General Decision Number: GA20150003

State: Georgia

Construction Type: Highway

Counties: Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette,  
Fulton, Gwinnett, Henry and Rockdale Counties in Georgia.

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0                      01/08/2016

SUGA2011-003 03/07/2011

Rates                      Fringes

CARPENTER.....\$ 11.16

CEMENT MASON/CONCRETE FINISHER...\$ 10.99

**LABORER**

Asphalt Raker.....\$ 11.00

Asphalt Screed Person.....\$ 10.50

Common or General.....\$ 9.00

Form Setter.....\$ 10.35

Guardrail Erector.....\$ 13.50

Milling Machine Ground

Person.....\$ 10.00

Pipe Layer.....\$ 10.20

Traffic Control Barricade

Flagger.....\$ 10.00

**POWER EQUIPMENT OPERATOR:**

Asphalt Distributor.....\$ 14.10

Asphalt Paver/Spreader.....\$ 12.28

Backhoe/Excavator.....\$ 10.80

Bulldozer.....\$ 11.60

Compactor.....\$ 10.00

Concrete Curb Machine.....\$ 16.45

Crane/Dragline.....\$ 17.50

Crusher.....	\$ 14.00
Front End Loader.....	\$ 10.70
Material Transfer Vehicle (Shuttle Buggy).....	\$ 11.30
Mechanic.....	\$ 14.47
Milling Machine.....	\$ 12.37
Motorgrader Fine Grade.....	\$ 14.55
Motorgrader/Blade.....	\$ 14.39
Roller.....	\$ 10.00
Scraper-Pan.....	\$ 10.00
Sweeper Truck.....	\$ 14.21
Water Truck.....	\$ 11.25
TRUCK DRIVER	
26,000 GVW & Under.....	\$ 10.76
26,001 GVW & Over.....	\$ 14.91

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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#### END OF GENERAL DECISION

The contractor is responsible for compliance with the Davis-Bacon and Related Acts (DBRA).

FHWA 1589, Contractor Employment Reports, (shown below), are to be submitted to GDOT and the City on the 15<sup>th</sup> of each month for the life of the contract – Georgia DOT and the City are authorized to withhold payments for non-compliance in this area.

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF  
1964 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole *or* in pan.

6. Incorporation of Provisions: The-Contractor will include the provisions of paragraph (1) through,(6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3,1980 / NOTICES

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

#### GOALS FOR FEMALE PARTICIPATION

##### APPENDIX A (43 FR 19473)

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals ire applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract. Area covered: Goals for Women apply nationwide.

#### Goals and timetables

##### Timetable

##### Goals



		percent)
4-1-78	to 3-31-79	3.1
4-1-79	to 3-31-80	5.0
4-1-80	Until Further Notice	6.9

### GOALS FOR MINORITY PARTICIPATION

#### Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

#### **FEDERAL REGISTER / VOL. 45. NO. 194 / FRIDAY, OCTOBER 3,1980 /NOTICES**

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the areas covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

#### FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY. OCTOBER 3,1980 / NOTICES

State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC.....	27.2
GA Columbia; GA Richmond; SC Aiken;	
Non-SMSA Counties.....	32.-8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson;	
GA Jenkins; GA Lincoln; GA McDuffie; GA Talferferro;	
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick;	
036 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA .....	21.2
GA Butts; GA Cherokee; GA Clayton; GA	

Cobb; GA DeKalb; GA Douglas; GA Fayette; GA  
Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA  
Newton; GA Paulding; GA Rockdale; GA Walton

Non-SMSA Counties..... 19.5

GA Banks; GA Barrow; GA Carroll; GA Clarke;  
GA Coweta; GA Dawson; GA Elbert; GA Fannin;  
GA Floyd; GA Franklin; GA Gilmer; GA Gordon;  
GA Greene; GA Habersham; GA Hall; GA  
Haralson; GA Hart; GA Heard; GA Jackson; GA  
Jasper; GA Lamar; GA Lumpkin; GA Madison;  
GA Morgan; GA Oconee; GA Oglethorpe; GA  
Pickins; GA Pike; GA Polk; GA Rabun; GA  
Spalding; GA Stephens; GA Towns; GA Upson; GA  
White

037 Columbus, GA:

SMSA Counties:

1800 Columbus, GA-AL.....29.6

Al Russell; GA Chattahoochee; GA Columbus

FEDERAL REGISTER / VOL. 45. NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES

Non-SMSA Counties.....36.1

Al Chambers; AJ Lee; GA Harris; GA Marion; GA  
Meriwether; GA Quitman; GA Schley; GA  
Stewart; GA Sumter; GA Talbot; GA Troup;  
GA Webster

038 MACON, GA

SMSA Counties:

4680 Macon, GA..... 27.5

GA Bibb; GA Houston; GA Jones; GA Twiggs

Non-SMSA Counties ..... 31.7

GA Baldwin; GA Bleckley; Crawford; GA Crisp;  
GA Dodge; GA Dooly; GA Hancock; GA Johnson;  
GA Laurens; GA Macon; GA Monroe; GA Peach;  
GA Pulaski; GA Putnam; GA Taylor; GA Telfair;  
GA Treutlan; GA Washington; GA Wheeler;  
GA Wilcox; GA Wilkinson

039 Savannah, GA:

SMSA Counties:

7520 Savannah, GA ..... 30.6

GA Bryan; GA Chatham; GA Effingham

Non-SMSA, Counties..... 29.8

GA Appling; GA Atkinson;  
GA Bacon; GA Bulloch; GA Candler; GA

Coffee; GA Evans; GA Jeff Davis; GA Liberty;  
GA Long; GA McIntosh; GA Montgomery; GA  
Screven; GA Tattnall; GA Toombs; GA Wayne;  
SC Beaufort; SC Hampton; SC Jasper

040 Albany, GA:  
SMSA Counties:  
0120 Albany, GA..... 32.1  
GA Dougherty; GA Lee

Non-SMSA Counties ..... 31.1  
GA Baker; GA Ben Hill; GA Berrien; GA  
Brooks; GA Calhoun; GA Clay; GA Clinch;  
GA Colquitt; GA Cook; GA Decatur; GA  
Early; GA Echols; GA Grady; GA Irwin; GA  
Lanier; GA Lowndes; GA Miller; GA Mitchell;  
GA Randolph; GA Seminole; GA Terrell; GA  
Thomas; GA Tift; GA Turner; GA Worth

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS  
(EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses. .

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the

company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record

shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even

though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Revised: December 7, 2009**

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM  
CRITERIA FOR ACCEPTABILITY

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage, cumulatively amounting but not limited to 2 percent in his/her contracts for all projects during



the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE PROCEDURES:** The Contractor shall develop techniques to facilitate DBE participation in subcontracting activities. These techniques include:

(A) Arranging solicitations, time for the presentation of quotes, quantities, specifications, and delivery schedules to facilitate the participation of DBEs.

(B) Providing assistance to DBEs in overcoming barriers such as the inability obtaining bonding, financing, or technical assistance.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS Form included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts.

The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this

interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved.

This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs participants in responding to a solicitation.

(4) (a) Negotiating in good faith with interested DBEs.

Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also,

the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non solicitation of bids in the Contractor's efforts to meet the project goal.

(6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.

(7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

(B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Quarterly Report requirements shown in this document.

To be eligible for award of this contract,  
All bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- (1) The names and addresses of DBE firms committed to participate in the Contract;
- (2) A description of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- (6) If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

**DEFINITION:** For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

(1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.

(i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the

Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including womenowned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**DISCRIMINATION PROHIBITED:** No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

“The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate.

**Failure to Achieve Requirements:** Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract.

Participation will be counted toward fulfillment of the DBE goal as follows:

(A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of

the work of the contract the DBE performs with own forces toward DBE goals.

(C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.

(5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are administratively appealable to the US DOT.

(D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and



supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner/operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
- (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
- (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character

described by the specifications.

(2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(4) Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.

(5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.

(6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

## **REPORTS**

A: The contractor shall submit a "DBE Participation Report" on this contract quarterly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.
5. The actual payment to date of each DBE participating in the contract.
6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report with 30 calendar days following the end of the quarter may cause payment to the contractor to be withheld.
7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the project engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Quarterly Participation Reports. This information shall be required quarterly and submitted with the DBE Quarterly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

**SUBSTITUTION OF DBEs:** The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

**CERTIFICATION OF DBEs:** To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the EEO Office at (404) 631-1972.

### INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work, and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60%= \$48,000.00)

\* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

**PLEASE NOTE:** For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established "regular dealer" in the product involved, and not just a broker. A "regular dealer" would normally sell the product to several customers and would usually have product inventory on hand.

**DBE GOALS**

VENDOR ID: \_\_\_\_\_ BIDDER'S COMPANY NAME: \_\_\_\_\_  
PROJECT NO. & COUNTY: \_\_\_\_\_, Fulton County  
LET NO: \_\_\_\_\_ LET DATE: \_\_\_\_\_ TOTAL BID: \_\_\_\_\_  
THE REQUIRED DBE GOAL ON THIS CONTRACT IS: **7%**  
I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

**LIST OF DBE PARTICIPANTS**

VENDOR NUMBER	DBE NAME/ ADDRESS (CITY, STATE)	TYPE OF WORK	*WORK CODE	Race Neutral	Race Conscious	AMOUNT
TOTAL						

**\*For Departmental use only. Do not fill in Work codes.**

**PLEASE NOTE:** Only 60 % of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

## **INSTRUCTIONS TO CONTRACTOR** **DBE PARTICIPATION REPORT**

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

PROJECT NUMBER – This is the GDOT assigned project number – See Contract.

COUNTY – See Contract.

CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.

CONTRACTOR NAME –

REPORT SUBMISSION DATE – This is the date the report is completed.

REPORT NUMBER – Reports must be consecutively numbered.

REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.

DATE WORK BEGAN – This is the date of the first day any work occurred on the project.

DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.

CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*

PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.

DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.

PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.

DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.

SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.

OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.

SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.

SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.

**RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions. Race Neutral Definition:**

**No goal on project and Prime subcontracts to a DBE - Race Neutral (% of work)**

**Prime contractor exceeds goal on a project – Race Neutral (after fulfilling original goal) and DBE wins the Prime Contract (w Goal) – Race Neutral ( unless they sub out too much work)**

RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.

ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.

PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.

PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.

PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.

CURRENT COLUMN TOTALS – Total each column.

PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.

CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.

DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.

A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.

Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**

Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

## **GENERAL INFORMATION**

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes confirm to contract regulations.

*The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractors checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.*

*If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.*



*The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.*

*The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy. If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.*

*The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.*

Upon completion of the work, a final "DBE Participation Report" will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

#### **FOR DEPARTMENTAL USE ONLY:**

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.

JOHNS CREEK ITS PHASE 3A: SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD ITS SYSTEM  
EXPANSION  
P.I. # 0012626

Print Form

Revised 07/10

**Note:** Please select the appropriate participation report for the drop down menu below

PROJECT NO. (S) \_\_\_\_\_

COUNTY: \_\_\_\_\_

CONTRACT ID#: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

REPORT SUBMISSION DATE: \_\_\_\_\_

REPORT #:

DATE WORK BEGAN: \_\_\_\_\_ DBE REQUIRED %: \_\_\_\_\_

CONTRACT \$ AMOUNT: \_\_\_\_\_ % DOLLAR COMPLETE: \_\_\_\_\_

DBE \$ AMOUNT: \_\_\_\_\_ % PROJECT COMPLETE: \_\_\_\_\_

JANUARY 31 ☐ JULY 31 ☐

FEBRUARY 28 ☐ AUGUST 31 ☐

MARCH 31 ☐ SEPTEMBER 30 ☐

APRIL 30 ☐ OCTOBER 31 ☐

MAY 31 ☐ NOVEMBER 30 ☐

JUNE 30 ☐ DECEMBER 31 ☐

S=SUPPLIER O=OWNER/OPERATOR SC=SUBCONTRACTOR SAR=SUBCONTRACTOR AGREEMENT RECEIVED RN=RACE NEUTRAL RC=RACE CONSCIOUS										
APPROVED DBE							VENDOR ID	DESCRIPTION OF WORK		
S	O	SC	SAR	RN	RC	ORIG. SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	PAYMENTS TO DATE	
01.										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
02.										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
03.										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
04.										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
05.										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
CURRENT COLUMN TOTALS										

% PAID TO DATE \_\_\_\_\_ %

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(MANDATORY) CONTRACTOR

**FOR DEPARTMENTAL USE ONLY:**

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(MANDATORY)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(MANDATORY)

Submit Form Via Email

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Letting: \_\_\_\_\_

Call No: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**Subcontractor**

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Date of Authorization

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Office or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**  
**Sub-Subcontractor**

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (contractor) on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b).

The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (subcontractor or sub-subcontractor with whom sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Date of Authorization

*I hereby declare under penalty of perjury that the foregoing is true and correct.*

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Office or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: : \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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**FEDERAL AID CERTIFICATION**  
(English Project)

Revised: April 15, 2011

Revised : August 23, 2001

First Use Date 2001 Specifications: November 1, 2002

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

**EQUAL EMPLOYMENT OPPORTUNITY**

I further certify that I have \_\_\_/have not \_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have \_\_\_ / have not \_\_\_ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin  
Regional Director, U. S. Department of Labor  
Office of Federal Contract Compliance Programs, Region 4  
Rm. 7B75  
61 Forsyth St. SW  
Atlanta GA 30303

**EXAMINATION OF PLANS AND SPECIFICATIONS**

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2001 Edition, the 2008 Supplemental Specification Book, Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

**CONFLICT OF INTEREST**

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

**DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with \_\_\_\_\_ (Contractor's name), \_\_\_\_\_ (Subcontractor's name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**NON-COLLUSION CERTIFICATION**

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1\_\_\_2\_\_\_3\_\_\_4\_\_\_5\_\_\_. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Federal ID No./IRS No.)

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

By \_\_\_\_\_ (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)



# NOTICE TO ALL BIDDERS

To report bid rigging activities call:

**1-800-424-9071**

-

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

JOHNS CREEK ITS PHASE 3A: SR 120, MCGINNIS FERRY ROAD & STATE BRIDGE ROAD ITS SYSTEM  
EXPANSION  
P.I. # 0012626

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

First Use 2001 Specifications: November 01, 2002  
Revised: November 19, 2006

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## **SPECIAL PROVISION**

### **PROMPT PAYMENT:**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS**

### **BUY AMERICA**

Revised: March 25, 1992

Revised: January 7, 1994

Revised: June 9, 1995

First Use 2001 Specifications: November 1, 2002

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

### **CONVICT PRODUCED MATERIALS**

March 25, 1992

Revised: September 6, 1993

First Use 2001 Specifications: November 1, 2002

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,
2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

### CUF Inspection Form Instructions

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The form does not and is not intended to document every possible CUF consideration. CUF is recognized during the normal course of inspecting the DBE's work on the project. The form merely records that CUF was inspected for the benefit of the record, and provides evidence to FHWA that CUF is being reviewed. It is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. GDOT, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the Department.

**I. Preconstruction Meetings:**

Remind the Prime contractor/s about the DBE goal and the contract requirements. Briefly go through the list of DBEs in the contract and what they will be performing. Remind the contractor about their CUF responsibilities identified in the Contract – Special Provision “Criteria for Acceptability”. DBEs must perform a commercially useful function by actually performing, managing, and supervising the work involved. Credit toward the goal must not be reported on the monthly report unless the DBE is serving a CUF. You may ask the prime at this time if they have a CUF Process. If they say no, EEO will provide them guidance prior to the DBEs beginning work. Remind the Contractor, the Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

**II. Construction phase:**

Be familiar with the Contractors progress schedule. When will the DBEs begin work and on what items. The Prime contractor must not do the work of the DBE without the Engineers approval. Make certain the Prime gets a subcontract approval prior to the DBE begins work. And obtain a physical copy of the subcontract or supply agreement.

**III. Reviewing the Subcontract:**

The physical subcontract must be specific as to the work the DBE will perform. If the subcontract states: *furnish and install*, the expectation should be that the DBE will pay for the materials. If the subcontract merely states the DBE will *install, haul, or perform the work*, the Prime may have made arrangements to supply the materials themselves.

**IV. DBE begins work—CUF Form**

Begin the inspection by interviewing the Prime. Section A of the form. The intent is to establish that the contractor is aware of their responsibilities. Sections B through F are observations made during the normal course of inspecting the DBEs work.

Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. If your project is audited by a State or Federal agency, the expectation will be that each DBE that has worked on the project has had at least one documented CUF inspection.

The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies.

Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project. Training is available online to aide in identifying fronts, scams, and pass-through schemes.



## **FHWA Tips on Evaluating a Commercially Useful Function**

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or “CUF”. How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

***"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."***

The question contract administrators often face is, “What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?” Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm’s role must not be a superfluous step added in an attempt to obtain credit towards the goal.

## Normal Industry Practice

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with “normal industry practice.” This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors—DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

## Monitoring

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- ❑ Clearly written directives defining the role and interrelationship of the STA’s various departmental staff responsible to monitor and evaluate the contractor’s compliance with the DBE contract provisions;
- ❑ Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- ❑ Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- ❑ Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

## DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.

While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

## **MANAGEMENT**

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- ❑ Scheduling work operations;
- ❑ Ordering equipment and materials;
- ❑ Preparing and submitting certified payrolls;
- ❑ Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

### **• Red Flags**

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- ❑ The DBE owner or superintendent provides little or no supervision of the work;
- ❑ The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- ❑ Key staff and personnel are not under the control of the DBE;
- ❑ The DBE's owner is not aware of the status of the work or the performance of the business;
- ❑ Inquiries by department or FHWA representatives are answered by the prime contractor.

### ***Typical CUF questions could include:***

- ❑ Is there a written legal document executed by the DBE to perform a distinct element of work?
- ❑ Who does the on-site DBE representative report to?
- ❑ Has this individual ever shown up on any other contractor's payroll?
- ❑ Has the DBE owner been present on the jobsite?

### ***Typical documentation to evaluate:***

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Payrolls

## **WORKFORCE**

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

### **• Red Flags**

Some questionable workforce practices which may warrant further review include, but are not limited to:

- ☐ Supervision of DBE employees by another contractor;
- ☐ Actual work is performed by personnel normally employed by the prime contractor or another business;
- ☐ Employees are paid by the DBE and the prime contractor.

### ***Typical CUF questions could include:***

- ☐ Who prepares the DBE's certified payroll?
- ☐ Have any of the DBE's employees ever shown up on any other contractor's payroll?
- ☐ Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- ☐ Asking DBE employees on the jobsite who they report to and who signs their checks.

### ***Typical Documents to evaluate:***

- ☐ Written contract
- ☐ Daily inspection reports and project diaries
- ☐ Certified payrolls
- ☐ Copies of cancelled checks, if necessary

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

• **Red Flags**

Some questionable equipment practices which may warrant further review include, but are not limited to:

- ❑ Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- ❑ The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- ❑ A DBE trucking business uses trucks owned by the prime contractor.

***Typical CUF questions could include:***

- ❑ List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- ❑ If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- ❑ Does the equipment have the DBE's markings or emblems?
- ❑ Is the equipment under the direct supervision of the DBE?
- ❑ Is the operator of the leased equipment the DBE's employee?
- ❑ If the equipment is leased, is the payment for the equipment deducted from the work performed?

***Typical Documents to evaluate:***

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Leases

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

#### • **Red Flags**

Some questionable material supply practices which may warrant further review include, but are not limited to:

- ☐ Materials for the DBE are ordered, or paid for, by the prime contractor;
- ☐ Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- ☐ Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- ☐ Materials are delivered to the jobsite by a party separate from the DBE;
- ☐ Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- ☐ A DBE prime contractor only purchases materials while performing little or no work.

#### ***Typical CUF questions could include:***

- ☐ Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- ☐ Who makes arrangements for delivery of materials?
- ☐ Who are the material invoices made out to?
- ☐ Who scheduled delivery of materials?
- ☐ In whose name are materials shipped?
- ☐ Who actually delivered the materials?
- ☐ If two party checks are used, who are the parties identified as payable to?

#### ***Typical Documentation to evaluate:***

- ☐ Written contract
- ☐ Delivery tickets
- ☐ Invoices
- ☐ Daily inspection reports and project diaries

## **PERFORMANCE**

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

### **• Red Flags**

Some questionable performance practices which may warrant further review include, but are not limited to:

- ☐ Work is being done jointly by the DBE and another contractor;
- ☐ The work to be performed by the DBE is outside of the DBE's known experience or capability;
- ☐ Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- ☐ The DBE is working without a subcontract approved by the department, except in the case of trucking;
- ☐ A DBE prime contractor subcontracts more than 50% of the contract value;
- ☐ The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- ☐ An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- ☐ A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- ☐ The volume of work is beyond the capacity of the DBE.

### ***Typical CUF questions could include:***

- ☐ Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- ☐ Does the DBE appear to have control over methods of work on its contract items?
- ☐ Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- ☐ Has any other contractor performed any amount of work specified in the DBE's contract?

### ***Typical Documents to evaluate:***

- ☐ Written contract
- ☐ Daily inspection reports or project diaries



## **DBE TRUCKING FIRMS**

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ❑ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ❑ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ❑ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

### ***Typical CUF questions could include:***

- ❑ Do the trucks used on the project belong to the DBE?
- ❑ If leased, is there a formal lease identifying the terms and parties?
- ❑ Are the rates appropriate?
- ❑ Is there an approved subcontract?
- ❑ If so, who are the parties?
- ❑ Are the DBE's employees shown on the certified payrolls?



- ❑ Subcontracts
- ❑ Leases
- ❑ Payroll records
- ❑ Daily inspection reports and project diaries

### **DBE REGULAR DEALERS**

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

### ***Typical CUF questions could include:***

- ❑ Does the regular dealer have an established storage facility and inventory?
- ❑ Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- ❑ Does the business stock the product for use on the project as a normal stock item?
- ❑ Who is delivering and unloading the material?
- ❑ Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- ❑ For bulk items, where does the material come from? Does the DBE have a distribution agreement?

- ❑ Purchase Orders
- ❑ Invoices
- ❑ Delivery Tickets

### **DBE MANUFACTURERS**

As described in 26.55(e)(1)(ii)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Examples of such items could be a concrete ready mix plant, a crushing operation, or a steel or concrete fabricating plant.

#### ***Typical CUF questions could include:***

- ❑ Is the business's primary function to manufacture construction products?
- ❑ Does the business stock the product altered for this project as a normal stock item?
- ❑ Is the quality of the materials controlled by the DBE?
- ❑ Does the DBE purchase the raw material used in its plant?

#### ***Typical Documents to evaluate:***

- ❑ Purchase orders
- ❑ Bill of lading
- ❑ Shipping tickets

### **Sanctions for Compliance and Enforcement**

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- ❑ Deny or limit credit towards the contract goal;
- ❑ Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- ❑ Withhold progress payments;
- ❑ Terminate the contract;
- ❑ Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- ❑ If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- ❑ Did the action taken correct the deficiency?

List of Typical Documentation to Collect:

- ❑ Executed contracts

- ❑ Material/ supply agreements
- ❑ Invoices of materials/supplies
- ❑ Equipment titles of ownership
- ❑ Equipment lease/rental agreements
- ❑ Hauling tickets
- ❑ Delivery tickets
- ❑ Canceled checks
- ❑ Project inspection/diaries
- ❑ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

### **CUF & Certification**

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.

## COMMERCIALLY USEFUL FUNCTION CHECKLIST

Project Name and Number: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

DBE Firm's Name: \_\_\_\_\_

Type of Operation

☐ Contractor

☐ Trucker

☐ Manufacturer

☐ Regular Dealer

Date Contract/Subcontract/Agreement Approved: \_\_\_\_\_

Start Date(s) of DBE's Work: \_\_\_\_\_

Date DBE to Complete Work: \_\_\_\_\_

Date of review: \_\_\_\_\_

Describe the type of work observed: \_\_\_\_\_

Check off each item used in conducting this review. The documents checked need not be attached to the review report, but should be filed with the report for easy reference if needed. If the answer is no to any of the following questions provide an explanation in the general notes at the end of the report.

### 1. Management:

a. Is there a legal contract executed by the DBE to perform a distinct element of work?

☐ Yes

☐ No

b. Name of the on-site representative: \_\_\_\_\_

c. On-site representative reports to: \_\_\_\_\_

d. Has the on-site representative been identified as an employee of the DBE?

☐ Yes

☐ No

e. Has this individual ever appeared on any other contractor's payroll?

☐ Yes

☐ No

f. Does the DBE on-site representative effectively manage the job without interference from any other non-DBE contractor?

☐ Yes

☐ No

g. Who does the DBE on-site representative contact for hiring, firing, or to modify the contract? \_\_\_\_\_

h. Has the DBE owner been present on the jobsite?

☐ Yes

☐ No

i. Does the DBE appear to have control over methods of work on its contract items?

☐ Yes

☐ No

j. Is the DBE maintaining its own payroll?

☐ Yes

☐ No

k. Who prepares the DBEs certified payroll? \_\_\_\_\_

l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?

☐ Yes

☐ No

m. Did the DBE subcontract any items or portions of the work to any other firm?

☐ Yes

☐ No

If yes, what % was subcontracted? \_\_\_\_\_%

Name of the firm \_\_\_\_\_

## 2. Equipment

a. List the major self-propelled (engine) equipment used by the DBE: \_\_\_\_\_

b. Does the equipment have the DBE's markings or emblems?

☐ Yes

☐ No

If another firm's markings are discernible, note the name: \_\_\_\_\_

c. Is the DBE's equipment?

☐ Owned

☐ Leased from \_\_\_\_\_

d. If leased, is there a formal agreement identifying the terms and parties?

☐ Yes

☐ No

e. Is the equipment under the direct supervision of the DBE?

☐ Yes

☐ No

f. Is the operator of the leased equipment the DBE's employee?

☐ Yes

☐ No

If not the DBE's, whose employee is he/she? \_\_\_\_\_

g. If the equipment is leased, is the payment for the equipment deducted from the work performed?

☐ Yes

☐ No

## 3. Workforce:

a. List the name of DBE's crew as observed during the operation described above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Has any of this crew ever shown up on any other contractors' payroll?

☐ Yes

☐ No

c. Does the DBE's workforce know who they work for?

☐ Yes

☐ No

4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?  
☐ Yes ☐ No
- b. Is the quality and quantity of the materials controlled by the DBE?  
☐ Yes ☐ No
- c. If two party checks used, who are the parties identified as payable to:  
\_\_\_\_\_
- d. Who makes arrangements for delivery of materials? \_\_\_\_\_
- e. Material Invoices made out to: \_\_\_\_\_
- f. Who scheduled delivery of materials? \_\_\_\_\_
- g. In whose name area materials shipped? \_\_\_\_\_
- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?  
☐ Yes ☐ No

5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?  
☐ Yes ☐ No
- b. Has any other contractor performed any amount of work specified in the DBE contract?  
☐ Yes ☐ No

6. Other Work categories:

Truckers:

- a. Are DBE trucks present on the job site? ☐ Yes ☐ No  
Are they ☐ Owned ☐ Leased from \_\_\_\_\_  
If leased, is there a formal agreement identifying the terms and parties?  
☐ Yes ☐ No
- b. Are the rates appropriate?  
☐ Yes ☐ No
- c. Is there an approved subcontract or written agreement?  
☐ Yes ☐ No  
Who are the parties? \_\_\_\_\_

- d. Are DBE employees shown on the certified payroll?  
☐ Yes ☐ No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?  
☐ Yes ☐ No
- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?  
☐ Yes ☐ No
- c. Does the business stock the product being supplied as a normal stock item?  
☐ Yes ☐ No
- d. Is the quantity and quality of the materials controlled by the DBE?  
☐ Yes ☐ No
- e. In whose name are the materials shipped? \_\_\_\_\_
- f. Who is delivering and unloading the material? \_\_\_\_\_
- g. Is the distribution equipment used in delivering the product the DBE's?  
☐ Yes ☐ No  
If so, is it: ☐ Owned ☐ Leased
- h. If leased, is it a long term lease and not a lease developed specifically for the project?  
☐ Yes ☐ No

7. Manufacturer

- a. Is the business's primary function to manufacture construction products?  
☐ Yes ☐ No
- b. Does the business stock the product manufactured or altered for this project as a normal stock item?  
☐ Yes ☐ No
- c. Is the quality of the materials controlled by the DBE?  
☐ Yes ☐ No

General Notes:

COMMERCIALLY USEFUL FUNCTION (CUF)  
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

GDOT EEO 5/2014

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved". It is the primary responsibility of the Prime Contractor to ensure that the DBE is performing a CUF. The Department, as the contracting agency, has oversight responsibility to ensure that the Prime Contractor has effectively met this responsibility under its contract with the Department.

- Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies. Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project.

Project Number:  
County:  
Prime Contractor:

GDOT Reviewer:  
Reviewer's Title:  
Review Date:

DBE Name:

DBE is performing as a Contractor: The Prime Contractor ☐ A Subcontractor ☐ A Tier Subcontractor ☐

DBE is performing as a Material Supplier: A Manufacturer ☐ A Regular Dealer ☐ A Broker ☐

**Scope of Work**

Provide a brief description of the DBE's scope of work. (Refer to Subcontract Agreement and/or Purchase Order if needed.)

	YES	NO
<b>A. Prime Contractor Interview and Subcontract Approval</b>		
1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the DBE only using equipment it owns, rents, or leases? (Obtain copies of all rent or lease agreements).	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the DBE performing <i>at least</i> 30% of their work described in the subcontract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the DBE hauling firm own or lease their trucks? (Obtain copies of lease agreements, if applicable).....(NA <input type="checkbox"/> )	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Field Observations during work inspection and Payroll Inspection</b>		
1. Is the DBE firm supervising its employees and their work?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the supervisor a full-time employee of the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)	<input type="checkbox"/>	<input type="checkbox"/>
4. Are DBE leased trucks properly placard?	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Labor Interviews</b>		
1. Does the DBE have employees on the job to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do the DBE's employees only work for the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
<b>D. Material Invoice Inspection</b>		
1. Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?.....(NA <input type="checkbox"/> )	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	<input type="checkbox"/>	<input type="checkbox"/>
<b>E. Commensurate</b>		
1. Is Payment received by the DBE comparable with the work being performed? (Comparison of DBE report, canceled checks, subcontract, and inspection pay reports).	<input type="checkbox"/>	<input type="checkbox"/>
<b>F. Joint Checks... (if applicable)</b>		
1. Is the Prime paying the DBE and the DBE's Supplier with one check?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the Department approved the use?	<input type="checkbox"/>	<input type="checkbox"/>
<b>G. CUF</b>		
1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and <i>contact your District EEO Officer at</i> _____)	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS:** *if any response recorded in section A- E is "no", comments explaining the "no" are mandatory. Attach a 2<sup>nd</sup> page if necessary.*



COMMERCIALLY USEFUL FUNCTION (CUF)  
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

GDOT EEO 5/2014

**CUF DETERMINANTS**

**PERFORMING**

- a. DBE must be responsible for performing its own work on the project
- b. At least 30% of the work must be performed by the DBE with its own workforce
- c. The DBE keeps a regular workforce and has its own employees
- d. The DBE is utilizing its own equipment
- e. Operation of the equipment must be subject to the full control of the DBE

**RED FLAGS**

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity

**RECORDS/DOCUMENTS**

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

**MATERIALS (For material credit)**

- a. DBE is responsible for the delivery of the materials
- b. DBE is ordering the material and invoices indicate that DBE is the customer
- c. Material invoices indicate that DBE owner or Superintendent is the contact person
- d. Department has approved use of joint checks

**RED FLAGS**

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

**RECORDS/DOCUMENTS**

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

**SUPERVISING**

- a. DBE supervisor is a full-time employee of the DBE
- b. Employees are being supervised by DBE supervisor
- c. DBE is scheduling work operations

**RED FLAGS**

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

**RECORDS/DOCUMENTS**

- Certified Payrolls
- Document communication with DBE owner or Superintendent

January 5, 2015

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

### SPECIAL PROVISION

**Counties: Fulton, Forsyth, & Gwinnett**  
**P.I. No.: 0012626**

### SECTION 105 - CONTROL OF WORK

#### Control of Work

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*Add the following to Subsection 105.02:*

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For each item in the Standard Specification Sections 682, 935, 936, 939 and 940 that identify specific submittal requirements, the Contractor shall use the attached “**MATERIALS CERTIFICATION PACKAGE INDEX AND TRANSMITTAL FORM**” to document and list all material being submitted as part of each pay item. The number of copies and the material required for each pay item will be identified in the Standard Specifications. It is the Contractor’s responsibility to insure that all material required for any pay item be contained in the submittal regardless if it was listed in the Standard Specifications, list of material. Partial submittals for any pay item will not be accepted.

Unless specified elsewhere, all submittals shall be directed to the Construction Project Engineer. The Contractor shall schedule submission of all material so that 45 calendar days (beginning on the date of receipt by the Department) is allowed for review. The Contractor shall adjust his schedules so that an additional 30 calendar day period be provided for each additional resubmittal.

It is incumbent on the Contractor to schedule his submittals to facilitate an expeditious review. Voluminous submittals of pay items at one time is discouraged, and may result in increased review time. Any items installed or work performed without approval by the Department is at the Contractor’s risk.

*Delete Sub-Section 105.07 and substitute the following:*

#### COOPERATION BETWEEN CONTRACTORS

The Department reserves the right at any time to Contract for and perform other or additional work on or near The Work covered by the Contract.

During the life of this Contract, the Department, Gwinnett County, or the City of Johns Creek has let and may let to contract other projects in the area of this contract, which may include but not limited to the following:

- **CSHPP-0007-00(310), GDOT PI 0007310:** Johns Creek Local Let Project to widen SR 120 from Parsons Road to Medlock Bridge Road.
- **FN-264, GDOT PI 721000:** SR120 (Abbotts Bridge Road / Duluth Highway) widening from Medlock Bridge Road to Peachtree Industrial Boulevard.
- **FN-281B, GDOT PI 0012627:** Expansion of Johns Creek Traffic Control Center, ITS Phase 3B.
- **FN-281C, GDOT PI 0012628:** Adaptive Signal Control and Backup Power, ITS Phase 3C.
- **GW-326, GDOT PI 0006823:** Pleasant Hill Road ATMS from US 23 (Buford Highway) to Fulton County Line.

- **PI 0010653:** CR 119/State Bridge Road from Kimball Bridge Road to SR 141/Medlock Bridge Road (Johns Creek Median Landscaping Project)
- **Pleasant Hill Road** widening from 4 to 6 lanes with a raised median, from Howell Ferry Road/McClure Bridge Road to the Chattahoochee River bridge (county line).

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When separate Contracts are let within the limits of any one Project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working with in the limits of the same Project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

Sheet \_\_\_\_ of \_\_\_\_

Date: \_\_\_\_\_

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**GEORGIA DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRAFFIC OPERATIONS  
MATERIALS CERTIFICATION PACKAGE INDEX AND TRANSMITTAL FORM**

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Pay Item No.: \_\_\_\_\_ Pay Item Description: \_\_\_\_\_

GDOT Project No.: \_\_\_\_\_ County: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_  
Contact Name: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Original Submittal: \_\_\_\_\_

Resubmittal: \_\_\_\_\_ Date of Original Submittal: \_\_\_\_\_

*Instructions for completing this form:*

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The Submittal Requirement Chart shown in Section XXX.1.03 Submittals, contained in the Standard Specifications, may be used as a guide, but it shall not relieve the Contractor from including additional material specifications that may be required to complete the review process for that pay item. The Contractor shall submit, at a minimum, the data listed in the referenced chart. The form shall include a brief Description of the item, Reference to the Standard Specifications section, the Manufacturer's name and part number, and Approval status.

A separate form shall be required for each pay item, and all the general information must be complete. The Contractor is encouraged to submit each pay item package as soon as all material for that item is available, and not to wait for all pay items that may be contained in the project.

The Contractor shall make all submittals in accordance with Section XXX.1.03 Submittals, as outlined in the Standard Specifications. This Section defines the number of copies required and the date that submittal is due.

All submittals shall be made to the GDOT Construction Project Engineer, unless directed otherwise.

If the resubmittal of any pay item is required, a complete package must be resubmitted, including components or incidental items that may have been approved. The resubmittal package shall also include a copy of the original Transmittal Form.

Date Received by GDOT: \_\_\_\_\_

ACTION: ( ) APPROVED ( ) CONDITIONALLY APPROVED  
( ) APPROVED AS NOTED ( ) NOT APPROVED

ACTION BY: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

January 5, 2015

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Counties: Fulton, Forsyth, & Gwinnett  
P.I. No.: 0012626**

**Section 108 – Prosecution and Progress**

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*Retain section 108 as written and revise the following:*

***108.08 Failure or Delay in Completing Work on Time***

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**C. Restrictive Work Hours**

1. Failure to re-open shoulders as specified in Special Provision 150.11 A will result in the assessment of Liquidated Damages in the amount of \$2,000 per hour or portion thereof.
2. Failure to re-open travel lanes as specified in Special Provision 150.11 B will result in the assessment of Liquidated Damages in the amount of \$2,000 per hour or portion thereof.
3. Conducting work on weekends, without prior approval from City as specified in Special Provision 150.11.C, will result in the assessment of Liquidated Damages in the amount of \$2,000 per hour or portion thereof.
4. Failure to respond and to begin remedy of failed traffic signal operations will result in the assessment of Liquidated Damages in the amount of \$1,000 per hour or portion thereof.
5. Failure to correct failed traffic signal operations will result in the assessment of Liquidated Damages in the amount of \$2,000 per hour or portion thereof.
6. Failure to repair all existing conduit, cable, or pipe for the existing ATMS system that is damaged by the Contractor within 24 hours of notification will result in the assessment of Liquidated Damages at the rate of \$500.00 per hour or portion thereof.
7. Contractor shall notify City of Johns Creek and Gwinnett County three (3) business days in advance of any adjustments to fiber allocations or splices along Peachtree Industrial Boulevard or Medlock Bridge Road (SR 141). Failure to have the system restored within five (5) business days will result in the assessment of Liquidated Damages in the amount of \$1,000 per hour or portion thereof.

All Liquidated Damages specified above are cumulative and are in addition to those which may be assessed in accordance with Sub-Section 108.08 for failure to complete the overall project.

January 5, 2015

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Counties: Fulton, Forsyth, & Gwinnett**

**P.I. No.: 0012626**

**Section 150 – Traffic Control**

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Retain section 150 as written and add the following:

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**SECTION 150.11 SPECIAL CONDITIONS:**

A. Shoulders Closures:

1. Shoulder closures are allowed between the hours of 8:00 am to 5:00 pm Monday and may be allowed by permission from 7:00 pm Monday to 6:00 am Tuesday.
2. Shoulder closures are allowed between the hours of 8:00 am to 5:00 pm Tuesday and may be allowed by permission from 7:00 pm Tuesday to 6:00 am Wednesday.
3. Shoulder closures are allowed between the hours of 8:00 am to 5:00 pm Wednesday and may be allowed by permission from 7:00 pm Wednesday to 6:00 am Thursday.
4. Shoulder closures are allowed between the hours of 8:00 am to 5:00 pm Thursday and may be allowed by permission from 7:00 pm Thursday to 6:00 am Friday.
5. Shoulder closures are allowed between the hours of 8:00 am to 5:00 pm Friday
6. Shoulder closures on the weekend may be allowed by permission

Failure to adhere to these restrictions will result in liquidated damages as specified in Special Provision Section 108.08.C.

B. Lane Closures:

1. Single Lane Closures:

- a. Single lane closures are allowed between the hours of 9:00 am to 4:00 pm Monday and may be allowed by permission from 7:00 pm Monday to 6:00 am Tuesday.
- b. Single lane closures are allowed between the hours of 9:00 am to 4:00 pm Tuesday and may be allowed by permission from 7:00 pm Tuesday to 6:00 am Wednesday.
- c. Single lane closures are allowed between the hours of 9:00 am to 4:00 pm Wednesday and may be allowed by permission from 7:00 pm Wednesday to 6:00 am Thursday.
- d. Single lane closures are allowed between the hours of 9:00 am to 4:00 pm Thursday and may be allowed by permission from 7:00 pm Thursday to 6:00 am Friday.
- e. Single lane closures are allowed between the hours of 9:00 am to 4:00 pm Friday

f. Single lane closures on the weekend may be allowed by permission

2. Double Lane Closures are not allowed at any time.

Failure to adhere to these restrictions will result in liquidated damages as specified in Special Provision Section 108.08.C.

C. Weekend and Evening Work

Any weekend work and any evening weekday work from 5:00 pm to 8:00 am the following day may be allowed by permission.

Failure to adhere to these restrictions will result in liquidated damages as specified in Special Provision Section 108.08.C.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT**

**Forsyth, Fulton, and Gwinnett Counties**

**P.I. # 0012626**

**Section 107 – Legal Regulations and Responsibility to the Public**

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*Add the following to Subsection 107.23:*

**G. Protection of Federally Protected Species**

The following conditions are intended as a minimum to protect these species and their habitat during any activities that are in close proximity to the known location(s) of these species.

1. The Contractor shall advise all Project personnel employed on this Project about the potential presence and appearance of the federally protected barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), and eastern phoebe (*Sayornis phoebe*). All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting these species in knowing violation of the Migratory Bird Treaty Act of 1918. The law protects adults, fledglings, nestlings, eggs, and active nests. Pictures and habitat information are attached and shall be posted in a conspicuous location in the Project field office until such time that Project construction has been completed and time charges have stopped.
2. Project work at the McGinnis Ferry Road crossing of the Chattahoochee River (PS01) from station 483+58 to 486+61 and at the Abbotts Bridge Road crossing of the Chattahoochee River (PS07) from station 177+11 to 180+16 shall take place outside of the breeding and nesting season of phoebes and swallows, which begins April 1 and extends through August 31, unless exclusionary barriers are put in place to prevent birds from nesting. For bridges, exclusionary barriers may be netting made of plastic, canvas or other materials proposed by the Contractor and approved by the Project Engineer prior to installation. For box culverts, exclusionary barriers may be overlapping strips of flexible plastic (also called “PVC Strip Doors” or “Strip Curtains”) or an alternate material proposed by the Contractor and approved by the Project Engineer prior to installation. Exclusionary barriers must be installed on the bridge(s) and/or box culvert(s) prior to March 1 or after August 31, but in no time in between this period. Exclusionary barriers are not a guaranteed method of preventing migratory birds from nesting beneath bridges and work schedules shall take into account the possibility that barriers will not be successful. If exclusionary barriers are to be used, these steps shall be followed:
  - a. The Project ecologist shall be notified by phone (404) 631-1100 of the decision to install exclusionary barriers and the date of the proposed installation prior to the installation of any exclusionary devices.
  - b. The structure(s) shall be checked for nests prior to the placement of exclusionary barriers. If nests are present, they shall be inspected to ensure that eggs or birds are not present. If the nests are found to be occupied, construction activities associated with the bridge shall be postponed until after August 31 when the breeding season is complete.
  - c. For any box culvert(s) being replaced, exclusionary barriers shall be installed on both the inlet and outlet openings. For any box culvert(s) being extended, exclusionary barriers shall be placed on the opening(s)

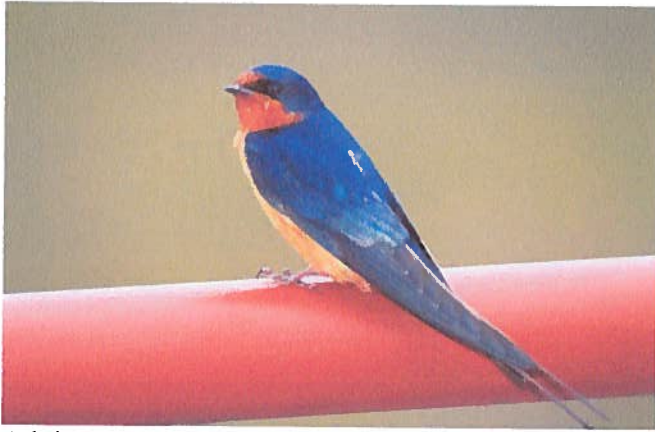


**107.23G Protection of Federally Protected Species, PI # 0012626, Forsyth, Fulton, and Gwinnett Counties**

(inlet and/or outlet) where work is taking place. For bridge(s) being removed, barriers shall be installed along the full length of the bridge(s). In all cases, barriers shall be installed prior to March 1 and left in place until August 31 or until the culvert removal, culvert extension, or bridge demolition is complete. If the exclusionary netting fails to prevent nesting (i.e., birds are able to bypass barriers and build nests), construction activities associated with the bridge shall be postponed until after August 31.

- d. During construction activities, exclusionary barriers shall be inspected daily for holes or other defects that impair its ability to exclude migratory birds from nesting beneath the bridge. Any holes or defects shall be repaired immediately.
  - e. Entanglement and/or entrapment of barn swallows, cliff swallows, and eastern phoebes in exclusionary netting constitutes harm to migratory birds. In the event that entanglement and/or entrapment of migratory birds in the netting occurs, the Contractor shall report the incident immediately to the Project Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101.
3. In the event any incident occurs that causes harm or injury to the barn swallow, cliff swallow, and eastern phoebe along the Project corridor, the Contractor shall report the incident immediately to the Project Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All activity shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and the lead Federal Agency.
  4. The Contractor shall keep a log detailing any incidents that cause harm or injury to barn swallows, cliff swallows, and eastern phoebes in or adjacent to the Project until such time that project construction has been completed and time charges have stopped. Following Project completion, the log and a report summarizing any incidents that caused harm or injury to these species shall be submitted by the Contractor to the Project Engineer and the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services, 600 West Peachtree Street NW, Atlanta, Georgia 30308. GDOT in turn will provide copies of the report to the U.S. Fish and Wildlife Service, the Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency.
  5. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

## PROTECTED SPECIES ON THE PROJECT



Adult Barn Swallow



Barn Swallow nest under a bridge.

### Barn Swallow

#### Description

- 6 ¾ inches in length
- Long, deeply forked tail
- Upperside iridescent blue, underparts either cinnamon or white, throat reddish-brown
- Nests in pairs or small colonies



Barn Swallow nest under a bridge.



Immature Barn Swallows in nest.

**There are civil and criminal penalties for harming or killing this animal and its nest or eggs.**

**See Special Provision 107.23 G.**

## PROTECTED SPECIES ON THE PROJECT



Cliff Swallow in flight.

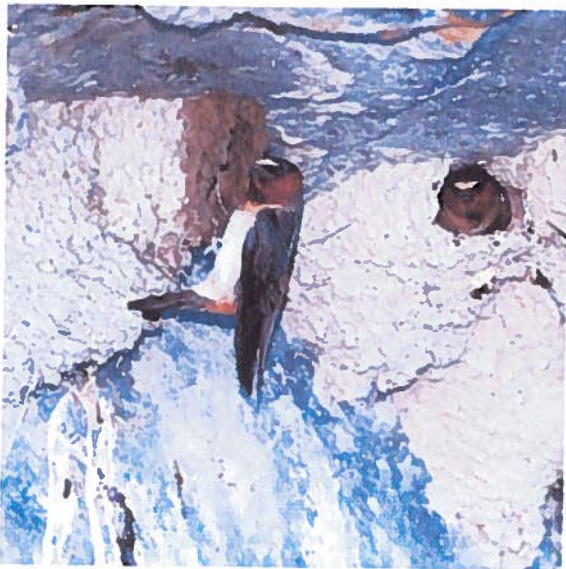


Cliff Swallows at nests.

### Cliff Swallow

#### Description

- Body length is 5.5 inches; wingspan is 12 inches
- Pale orange rump and forehead; square tail tip
- Dark blue cap and upperparts; dark brown throat
- Often nest under bridges; distinctively shaped mud nests



Cliff Swallows at nests.



Cliff Swallows drinking from a puddle.

**There are civil and criminal penalties for harming or killing this animal and its nest or eggs.**

**See Special Provision 107.23 G.**

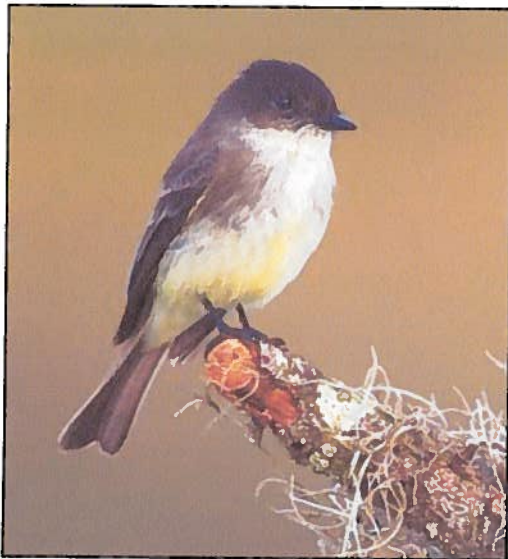


## Protected species on the Project

### Eastern phoebe *Sayornis phoebe*

#### Description

- Approximately 6-7 inches in length
- Dark head with grayish-olive upperparts
- Frequently wags tail
- Often builds nest under bridges, in large culverts, or around buildings near water
- Nest is mud and grass lined with moss and hair; contains up to 5 white eggs
- Song is a clear “fee-bee” or “fee-bit-it” often repeated



Adult Eastern phoebe



Eastern phoebe nest under a bridge

**There are civil and criminal penalties for harming or killing this animal  
and its nest or eggs. See Special Provisions 107.23G**

March 6, 2015

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Counties: Fulton, Forsyth, & Gwinnett  
P.I. No.: 0012626**

**Section 940 – NaviGator Advanced Transportation Management System  
Integration**

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*Add the following to Section 940.3*

CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK						
FIBER ALLOCATION SUMMARY						
Cable ID: 55- McGinnis Ferry			Size: 72F SM		Last Update: 3/6/15	
Location: SR961 - Kemp Rd to Peachtree Industrial Blvd						
FIBER #	FUNCTION	BUFFER TUBE		FIBER		COMMENTS
		#	COLOR	#	COLOR	
1	Sub 7 - McGinnis Ferry	1	BLUE	1	BLUE	
2	Sub 7 - McGinnis Ferry	1	BLUE	2	ORANGE	
3	Continuous to Cable 54 at Kemp/PIB FDC A Port 219	1	BLUE	3	GREEN	
4	Continuous to Cable 54 at Kemp/PIB FDC A Port 220	1	BLUE	4	BROWN	
5	Sub 3 - Abbotts Bridge	1	BLUE	5	SLATE	
6	Sub 3 - Abbotts Bridge	1	BLUE	6	WHITE	
7	Sub 4 - State Bridge	1	BLUE	7	RED	
8	Sub 4 - State Bridge	1	BLUE	8	BLACK	
9	GDOT C2C - Link 3 Gwinnett McGinnis Ferry	1	BLUE	9	YELLOW	
10	GDOT C2C - Link 3 Gwinnett McGinnis Ferry	1	BLUE	10	VIOLET	
11	Gwinnett C2C - Link 2 McGinnis Ferry	1	BLUE	11	ROSE	
12	Gwinnett C2C - Link 2 McGinnis Ferry	1	BLUE	12	AQUA	
13	JC IT - Ring 2	2	ORANGE	1	BLUE	
14	JC IT - Ring 2	2	ORANGE	2	ORANGE	
15	JC IT - Ring 2	2	ORANGE	3	GREEN	
16	JC IT - Ring 2	2	ORANGE	4	BROWN	
17	JC IT - Ring 2	2	ORANGE	5	SLATE	
18	JC IT - Ring 2	2	ORANGE	6	WHITE	
19	Continuous to Cable 54 at Kemp/PIB FDC A Port 235	2	ORANGE	7	RED	
20	Continuous to Cable 54 at Kemp/PIB FDC A Port 236	2	ORANGE	8	BLACK	
21	Continuous to Cable 54 at Kemp/PIB FDC A Port 237	2	ORANGE	9	YELLOW	
22	Continuous to Cable 54 at Kemp/PIB FDC A Port 238	2	ORANGE	10	VIOLET	
23	Continuous to Cable 54 at Kemp/PIB FDC A Port 239	2	ORANGE	11	ROSE	
24	Continuous to Cable 54 at Kemp/PIB FDC A Port 240	2	ORANGE	12	AQUA	
25	Unspliced End at Kemp/PIB FDC A Port 241	3	GREEN	1	BLUE	
26	Unspliced End at Kemp/PIB FDC A Port 242	3	GREEN	2	ORANGE	
27	Unspliced End at Kemp/PIB FDC A Port 243	3	GREEN	3	GREEN	
28	Unspliced End at Kemp/PIB FDC A Port 244	3	GREEN	4	BROWN	
29	Unspliced End at Kemp/PIB FDC A Port 245	3	GREEN	5	SLATE	
30	Unspliced End at Kemp/PIB FDC A Port 246	3	GREEN	6	WHITE	
31	Unspliced End at Kemp/PIB FDC A Port 247	3	GREEN	7	RED	
32	Unspliced End at Kemp/PIB FDC A Port 248	3	GREEN	8	BLACK	
33	Unspliced End at Kemp/PIB FDC A Port 249	3	GREEN	9	YELLOW	
34	Unspliced End at Kemp/PIB FDC A Port 250	3	GREEN	10	VIOLET	
35	Unspliced End at Kemp/PIB FDC A Port 251	3	GREEN	11	ROSE	
36	Unspliced End at Kemp/PIB FDC A Port 252	3	GREEN	12	AQUA	
37	Unspliced End at Kemp/PIB FDC A Port 253	4	BROWN	1	BLUE	
38	Unspliced End at Kemp/PIB FDC A Port 254	4	BROWN	2	ORANGE	
39	Unspliced End at Kemp/PIB FDC A Port 255	4	BROWN	3	GREEN	
40	Unspliced End at Kemp/PIB FDC A Port 256	4	BROWN	4	BROWN	
41	Unspliced End at Kemp/PIB FDC A Port 257	4	BROWN	5	SLATE	
42	Unspliced End at Kemp/PIB FDC A Port 258	4	BROWN	6	WHITE	
43	Unspliced End at Kemp/PIB FDC A Port 259	4	BROWN	7	RED	
44	Unspliced End at Kemp/PIB FDC A Port 260	4	BROWN	8	BLACK	
45	Unspliced End at Kemp/PIB FDC A Port 261	4	BROWN	9	YELLOW	
46	Unspliced End at Kemp/PIB FDC A Port 262	4	BROWN	10	VIOLET	
47	Unspliced End at Kemp/PIB FDC A Port 263	4	BROWN	11	ROSE	
48	Unspliced End at Kemp/PIB FDC A Port 264	4	BROWN	12	AQUA	
49	Unspliced End at Kemp/PIB FDC A Port 265	5	SLATE	1	BLUE	
50	Unspliced End at Kemp/PIB FDC A Port 266	5	SLATE	2	ORANGE	
51	Unspliced End at Kemp/PIB FDC A Port 267	5	SLATE	3	GREEN	
52	Unspliced End at Kemp/PIB FDC A Port 268	5	SLATE	4	BROWN	
53	Unspliced End at Kemp/PIB FDC A Port 269	5	SLATE	5	SLATE	
54	Unspliced End at Kemp/PIB FDC A Port 270	5	SLATE	6	WHITE	
55	Unspliced End at Kemp/PIB FDC A Port 271	5	SLATE	7	RED	
56	Unspliced End at Kemp/PIB FDC A Port 272	5	SLATE	8	BLACK	
57	Unspliced End at Kemp/PIB FDC A Port 273	5	SLATE	9	YELLOW	
58	Unspliced End at Kemp/PIB FDC A Port 274	5	SLATE	10	VIOLET	
59	Unspliced End at Kemp/PIB FDC A Port 275	5	SLATE	11	ROSE	
60	Unspliced End at Kemp/PIB FDC A Port 276	5	SLATE	12	AQUA	
61	Unspliced End at Kemp/PIB FDC A Port 277	6	WHITE	1	BLUE	
62	Unspliced End at Kemp/PIB FDC A Port 278	6	WHITE	2	ORANGE	
63	Unspliced End at Kemp/PIB FDC A Port 279	6	WHITE	3	GREEN	
64	Unspliced End at Kemp/PIB FDC A Port 280	6	WHITE	4	BROWN	
65	Unspliced End at Kemp/PIB FDC A Port 281	6	WHITE	5	SLATE	
66	Unspliced End at Kemp/PIB FDC A Port 282	6	WHITE	6	WHITE	
67	Unspliced End at Kemp/PIB FDC A Port 283	6	WHITE	7	RED	
68	Unspliced End at Kemp/PIB FDC A Port 284	6	WHITE	8	BLACK	
69	Unspliced End at Kemp/PIB FDC A Port 285	6	WHITE	9	YELLOW	
70	Unspliced End at Kemp/PIB FDC A Port 286	6	WHITE	10	VIOLET	
71	Unspliced End at Kemp/PIB FDC A Port 287	6	WHITE	11	ROSE	
72	Unspliced End at Kemp/PIB FDC A Port 288	6	WHITE	12	AQUA	

## CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK

## FIBER ALLOCATION SUMMARY

Cable ID: 56 - SR 120 - Abbotts Bridge

Size: 72F 5M

Last Update: 3/6/15

Location: SR 120 - Abbotts Bridge; SR 141 to Peachtree Industrial Blvd

COMMENTS:

FIBER #	FUNCTION	BUFFER TUBE		FIBER		COMMENTS
		#	COLOR	#	COLOR	
1	Sub 3 - Abbotts Bridge	1	BLUE	1	BLUE	
2	Sub 3 - Abbotts Bridge	1	BLUE	2	ORANGE	
3	Sub 7 - McGinnis Ferry Leg C	1	BLUE	3	GREEN	
4	Sub 7 - McGinnis Ferry Leg C	1	BLUE	4	BROWN	
5	Continuous to Cable 3 North at SR 141/PIB FDC A Port 221	1	BLUE	5	SLATE	
6	Continuous to Cable 3 North at SR 141/PIB FDC A Port 222	1	BLUE	6	WHITE	
7	Continuous to Cable 3 North at SR 141/PIB FDC A Port 223	1	BLUE	7	RED	
8	Continuous to Cable 3 North at SR 141/PIB FDC A Port 224	1	BLUE	8	BLACK	
9	Continuous to Cable 3 North at SR 141/PIB FDC A Port 225	1	BLUE	9	YELLOW	
10	Continuous to Cable 3 North at SR 141/PIB FDC A Port 226	1	BLUE	10	VIOLET	
11	Continuous to Cable 3 North at SR 141/PIB FDC A Port 227	1	BLUE	11	ROSE	
12	Continuous to Cable 3 North at SR 141/PIB FDC A Port 228	1	BLUE	12	AQUA	
13	Continuous to Cable 3 North at SR 141/PIB FDC A Port 229	2	ORANGE	1	BLUE	
14	Continuous to Cable 3 North at SR 141/PIB FDC A Port 230	2	ORANGE	2	ORANGE	
15	Continuous to Cable 3 North at SR 141/PIB FDC A Port 231	2	ORANGE	3	GREEN	
16	Continuous to Cable 3 North at SR 141/PIB FDC A Port 232	2	ORANGE	4	BROWN	
17	Continuous to Cable 3 North at SR 141/PIB FDC A Port 233	2	ORANGE	5	SLATE	
18	Continuous to Cable 3 North at SR 141/PIB FDC A Port 234	2	ORANGE	6	WHITE	
19	Continuous to Cable 3 North at SR 141/PIB FDC A Port 235	2	ORANGE	7	RED	
20	Continuous to Cable 3 North at SR 141/PIB FDC A Port 236	2	ORANGE	8	BLACK	
21	Continuous to Cable 3 North at SR 141/PIB FDC A Port 237	2	ORANGE	9	YELLOW	
22	Continuous to Cable 3 North at SR 141/PIB FDC A Port 238	2	ORANGE	10	VIOLET	
23	Continuous to Cable 3 North at SR 141/PIB FDC A Port 239	2	ORANGE	11	ROSE	
24	Continuous to Cable 3 North at SR 141/PIB FDC A Port 240	2	ORANGE	12	AQUA	
25	Unpliced End at SR 141/PIB FDC A Port 241	3	GREEN	1	BLUE	
26	Unpliced End at SR 141/PIB FDC A Port 242	3	GREEN	2	ORANGE	
27	Unpliced End at SR 141/PIB FDC A Port 243	3	GREEN	3	GREEN	
28	Unpliced End at SR 141/PIB FDC A Port 244	3	GREEN	4	BROWN	
29	Unpliced End at SR 141/PIB FDC A Port 245	3	GREEN	5	SLATE	
30	Unpliced End at SR 141/PIB FDC A Port 246	3	GREEN	6	WHITE	
31	Unpliced End at SR 141/PIB FDC A Port 247	3	GREEN	7	RED	
32	Unpliced End at SR 141/PIB FDC A Port 248	3	GREEN	8	BLACK	
33	Unpliced End at SR 141/PIB FDC A Port 249	3	GREEN	9	YELLOW	
34	Unpliced End at SR 141/PIB FDC A Port 250	3	GREEN	10	VIOLET	
35	Unpliced End at SR 141/PIB FDC A Port 251	3	GREEN	11	ROSE	
36	Unpliced End at SR 141/PIB FDC A Port 252	3	GREEN	12	AQUA	
37	Unpliced End at SR 141/PIB FDC A Port 253	4	BROWN	1	BLUE	
38	Unpliced End at SR 141/PIB FDC A Port 254	4	BROWN	2	ORANGE	
39	Unpliced End at SR 141/PIB FDC A Port 255	4	BROWN	3	GREEN	
40	Unpliced End at SR 141/PIB FDC A Port 256	4	BROWN	4	BROWN	
41	Unpliced End at SR 141/PIB FDC A Port 257	4	BROWN	5	SLATE	
42	Unpliced End at SR 141/PIB FDC A Port 258	4	BROWN	6	WHITE	
43	Unpliced End at SR 141/PIB FDC A Port 259	4	BROWN	7	RED	
44	Unpliced End at SR 141/PIB FDC A Port 260	4	BROWN	8	BLACK	
45	Unpliced End at SR 141/PIB FDC A Port 261	4	BROWN	9	YELLOW	
46	Unpliced End at SR 141/PIB FDC A Port 262	4	BROWN	10	VIOLET	
47	Unpliced End at SR 141/PIB FDC A Port 263	4	BROWN	11	ROSE	
48	Unpliced End at SR 141/PIB FDC A Port 264	4	BROWN	12	AQUA	
49	Unpliced End at SR 141/PIB FDC A Port 265	5	SLATE	1	BLUE	
50	Unpliced End at SR 141/PIB FDC A Port 266	5	SLATE	2	ORANGE	
51	Unpliced End at SR 141/PIB FDC A Port 267	5	SLATE	3	GREEN	
52	Unpliced End at SR 141/PIB FDC A Port 268	5	SLATE	4	BROWN	
53	Unpliced End at SR 141/PIB FDC A Port 269	5	SLATE	5	SLATE	
54	Unpliced End at SR 141/PIB FDC A Port 270	5	SLATE	6	WHITE	
55	Unpliced End at SR 141/PIB FDC A Port 271	5	SLATE	7	RED	
56	Unpliced End at SR 141/PIB FDC A Port 272	5	SLATE	8	BLACK	
57	Unpliced End at SR 141/PIB FDC A Port 273	5	SLATE	9	YELLOW	
58	Unpliced End at SR 141/PIB FDC A Port 274	5	SLATE	10	VIOLET	
59	Unpliced End at SR 141/PIB FDC A Port 275	5	SLATE	11	ROSE	
60	Unpliced End at SR 141/PIB FDC A Port 276	5	SLATE	12	AQUA	
61	Unpliced End at SR 141/PIB FDC A Port 277	6	WHITE	1	BLUE	
62	Unpliced End at SR 141/PIB FDC A Port 278	6	WHITE	2	ORANGE	
63	Unpliced End at SR 141/PIB FDC A Port 279	6	WHITE	3	GREEN	
64	Unpliced End at SR 141/PIB FDC A Port 280	6	WHITE	4	BROWN	
65	Unpliced End at SR 141/PIB FDC A Port 281	6	WHITE	5	SLATE	
66	Unpliced End at SR 141/PIB FDC A Port 282	6	WHITE	6	WHITE	
67	Unpliced End at SR 141/PIB FDC A Port 283	6	WHITE	7	RED	
68	Unpliced End at SR 141/PIB FDC A Port 284	6	WHITE	8	BLACK	
69	Unpliced End at SR 141/PIB FDC A Port 285	6	WHITE	9	YELLOW	
70	Unpliced End at SR 141/PIB FDC A Port 286	6	WHITE	10	VIOLET	
71	Unpliced End at SR 141/PIB FDC A Port 287	6	WHITE	11	ROSE	
72	Unpliced End at SR 141/PIB FDC A Port 288	6	WHITE	12	AQUA	

CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK			
FIBER ALLOCATION SUMMARY			
Cable ID: 57- State Bridge		Size: 72F 5M	Last Update: 3/6/15
Location: State Bridge - St. Georgen to Gwinnett Fiber Cable Just East of Chattahoochee River			
COMMENTS:			

FIBER #	FUNCTION	BUFFER TUBE		FIBER		COMMENTS
		#	COLOR	#	COLOR	
1	Sub 4 - State Bridge Leg C	1	BLUE	1	BLUE	
2	Sub 4 - State Bridge Leg C	1	BLUE	2	ORANGE	
3	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	3	GREEN	
4	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	4	BROWN	
5	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	5	SLATE	
6	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	6	WHITE	
7	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	7	RED	
8	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	8	BLACK	
9	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	9	YELLOW	
10	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	1	BLUE	10	VIOLET	
11	Gwinnett C2C - Link 1 State Bridge	1	BLUE	11	ROSE	
12	Gwinnett C2C - Link 1 State Bridge	1	BLUE	12	AQUA	
13	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	2	ORANGE	1	BLUE	
14	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	2	ORANGE	2	ORANGE	
15	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	2	ORANGE	3	GREEN	
16	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	2	ORANGE	4	BROWN	
17	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	2	ORANGE	5	SLATE	
18	Continuous to Cable 4 at St. Georgen/Continuous to Cable GW-S142F	2	ORANGE	6	WHITE	
19	JC IT - Ring 1	2	ORANGE	7	RED	
20	JC IT - Ring 1	2	ORANGE	8	BLACK	
21	JC IT - Ring 1	2	ORANGE	9	YELLOW	
22	JC IT - Ring 1	2	ORANGE	10	VIOLET	
23	JC IT - Ring 1	2	ORANGE	11	ROSE	
24	JC IT - Ring 1	2	ORANGE	12	AQUA	
25	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	1	BLUE	
26	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	2	ORANGE	
27	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	3	GREEN	
28	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	4	BROWN	
29	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	5	SLATE	
30	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	6	WHITE	
31	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	7	RED	
32	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	8	BLACK	
33	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	9	YELLOW	
34	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	10	VIOLET	
35	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	11	ROSE	
36	Unspliced End at St. Georgen - Continuous to GW-S142F	3	GREEN	12	AQUA	
37	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	1	BLUE	
38	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	2	ORANGE	
39	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	3	GREEN	
40	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	4	BROWN	
41	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	5	SLATE	
42	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	6	WHITE	
43	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	7	RED	
44	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	8	BLACK	
45	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	9	YELLOW	
46	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	10	VIOLET	
47	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	11	ROSE	
48	Unspliced End at St. Georgen - Continuous to GW-S142F	4	BROWN	12	AQUA	
49	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	1	BLUE	
50	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	2	ORANGE	
51	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	3	GREEN	
52	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	4	BROWN	
53	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	5	SLATE	
54	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	6	WHITE	
55	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	7	RED	
56	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	8	BLACK	
57	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	9	YELLOW	
58	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	10	VIOLET	
59	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	11	ROSE	
60	Unspliced End at St. Georgen - Unspliced End East of River	5	SLATE	12	AQUA	
61	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	1	BLUE	
62	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	2	ORANGE	
63	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	3	GREEN	
64	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	4	BROWN	
65	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	5	SLATE	
66	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	6	WHITE	
67	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	7	RED	
68	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	8	BLACK	
69	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	9	YELLOW	
70	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	10	VIOLET	
71	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	11	ROSE	
72	Unspliced End at St. Georgen - Unspliced End East of River	6	WHITE	12	AQUA	



CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK	
FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE	
LOCATION: SR 141 & MCGINNIS FERRY RD	
TRUNKS: CABLE 54 MCGINNIS E OF SR 141/CABLE 1 SR 141 S OF MCGINNIS/CABLE 1 MCGINNIS WEST OF SR 141	Last Update: 3/6/15
COMMENTS:	

MCGINNIS CABLE 54 EAST		SR 141 CABLE 1 SOUTH		MCGINNIS CABLE 1 WEST		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
54	5	1	41 *			Sub 3 - Abbotts Bridge Leg B	
54	6	1	42 *			Sub 3 - Abbotts Bridge Leg B	
54	7	1	45 *			Sub 4 - State Bridge Leg C	
54	8	1	46 *			Sub 4 - State Bridge Leg C	

\* Contractor to confirm appropriate fiber route to TCC

CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK	
FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE	
LOCATION: SR 141 & HOSPITAL PKWY	
TRUNKS: CABLE 1 SR 141 N OF HOSPITAL/CABLE 2 SR 141 S OF HOSPITAL	Last Update: 3/6/15
COMMENTS:	

SR 141 CABLE 1 NORTH		SR 141 CABLE 2 SOUTH		MCGINNIS CABLE 1 WEST		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
1	41 *	2	65			Sub 3 - Abbotts Bridge Leg B	
1	42 *	2	65			Sub 3 - Abbotts Bridge Leg B	
1	43 *	2	67			Sub 4 - State Bridge Leg B	
1	44 *	2	68			Sub 4 - State Bridge Leg B	
1	45 *	2	55			Sub 4 - State Bridge Leg C	
1	46 *	2	45			Sub 4 - State Bridge Leg C	

\* Contractor to confirm appropriate fiber route to TCC

**CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK**  
**FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE**

**LOCATION: MCGINNIS FERRY RD & KEMP RD**

**TRUNKS: CABLE 54 MCGINNIS W OF KEMP/ CABLE 55 MCGINNIS E OF KEMP / DROP CABLE**

**Last Update: 3/6/15**

**COMMENTS:**

MCGINNIS CABLE 54 WEST		MCGINNIS CABLE 55 EAST		KEMP DROP CABLE		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
54	1			Drop	1	Sub 7 - McGinnis Ferry	Existing - retain
54	2			Drop	2	Sub 7 - McGinnis Ferry	Existing - retain
54	3			Drop	3	Sub 7 - McGinnis Ferry Leg B	Existing - break
54	4			Drop	4	Sub 7 - McGinnis Ferry Leg B	Existing - break
54	5			Drop	5		Existing - break
54	6			Drop	6		Existing - break
		55	1	Drop	3	Sub 7 - McGinnis Ferry Leg C	
		55	2	Drop	4	Sub 7 - McGinnis Ferry Leg C	
54	3	55	3				
54	4	55	4				
54	5	55	5			Sub 3 - Abbotts Bridge Leg B	
54	6	55	6			Sub 3 - Abbotts Bridge Leg B	
54	7	55	7			Sub 4 - State Bridge Leg C	
54	8	55	8			Sub 4 - State Bridge Leg C	
54	9	55	9			GDOT - C2C Link 3 Gwinnett McGinnis Ferry	
54	10	55	10			GDOT - C2C Link 3 Gwinnett McGinnis Ferry	
54	11	55	11			Gwinnett C2C - Link 2 McGinnis Ferry	
54	12	55	12			Gwinnett C2C - Link 2 McGinnis Ferry	
54	13	55	13			JC IT - Ring 2	
54	14	55	14			JC IT - Ring 3	
54	15	55	15			JC IT - Ring 4	
54	16	55	16			JC IT - Ring 5	
54	17	55	17			JC IT - Ring 6	
54	18	55	18			JC IT - Ring 7	
54	19	55	19				
54	20	55	20				
54	21	55	21				
54	22	55	22				
54	23	55	23				
54	24	55	24				

**CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK  
FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE**

**LOCATION: FINDLEY RD & SR 141/MEDLOCK BRIDGE RD**

**TRUNKS: CABLE 2 (SR-141 NORTH) / CABLE 3 (SR-141 SOUTH) / CABLE 90 (FINDLEY WEST)**

**Last Update: 3/6/15**

**COMMENTS:**

FINDLEY CABLE 90 WEST		SR-141 CABLE 2 NORTH		SR-141 CABLE 3 SOUTH		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
90	41	2	65			Sub 3 - Abbotts Bridge Leg B	Existing - to remain
90	42	2	66			Sub 3 - Abbotts Bridge Leg B	Existing - to remain
90	55	2	55			Sub 4 - State Bridge Leg C	
90	56	2	56			Sub 4 - State Bridge Leg C	
90	57			3	3	Sub 7 - McGinnis Ferry Leg C	
90	58			3	4	Sub 7 - McGinnis Ferry Leg C	
90	75			3	51	Sub 3 - Abbotts Bridge	Existing - to remain
90	76			3	52	Sub 3 - Abbotts Bridge	Existing - to remain
90	91			3	67	Sub 4 - State Bridge Leg B (old)	Existing - break
90	92			3	68	Sub 4 - State Bridge Leg B (old)	Existing - break
90	91	2	67			Sub 4 - State Bridge Leg B (new)	
90	92	2	68			Sub 4 - State Bridge Leg B (new)	

## CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK

## FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE

LOCATION: SR 120/ABBOTTS BRIDGE RD &amp; SR 141/MEDLOCK BRIDGE RD

TRUNKS: CABLE 3 (SR-141 NORTH) / CABLE 3 (SR-141 SOUTH) / CABLE 56 (SR-120 EAST)

Last Update: 3/6/15

COMMENTS:

SR-120 CABLE 56 EAST		SR-141 CABLE 3 NORTH		SR-141 CABLE 3 SOUTH		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
56	1	3	51			Sub 3 - Abbotts Bridge	
56	2	3	52			Sub 3 - Abbotts Bridge	
56	3	3	3			Sub 7 - McGinnis Ferry	
56	4	3	4			Sub 7 - McGinnis Ferry	
56	5	3	5				
56	6	3	6				
56	7	3	7				
56	8	3	8				
56	9	3	9				
56	10	3	10				
56	11	3	11				
56	12	3	12				
56	13	3	13				
56	14	3	14				
56	15	3	15				
56	16	3	16				
56	17	3	17				
56	18	3	18				
56	19	3	19				
56	20	3	20				
56	21	3	21				
56	22	3	22				
56	23	3	23				
56	24	3	24				

**CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK**  
**FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE**

**LOCATION: STATE BRIDGE RD & ST. GEORGEN COMMON**

**TRUNKS: CABLE 4 (STATE - WEST) / CABLE 57 (STATE - EAST)**

**Last Update: 3/6/15**

**COMMENTS:**

STATE BRIDGE CABLE 4 WEST		STATE BRIDGE CABLE 57 EAST		ST GEORGEN DROP CABLE		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
4	1			Drop	1	Sub 4 - State Bridge	Existing - retain
4	2			Drop	2	Sub 4 - State Bridge	Existing - retain
4	3			Drop	3	Sub 4 - State Bridge - Leg B	Existing - break
4	4			Drop	4	Sub 4 - State Bridge - Leg B	Existing - break
4	5			Drop	5		Existing - break
4	6			Drop	6		Existing - break
		57	1	Drop	3	Sub 4 - State Bridge Leg C	
		57	2	Drop	4	Sub 4 - State Bridge Leg C	
4	3	57	3				
4	4	57	4				
4	5	57	5				
4	6	57	6				
4	7	57	7				
4	8	57	8				
4	9	57	9				
4	10	57	10				
4	11	57	11			Gwinnett C2C - Link 1 State Bridge	
4	12	57	12			Gwinnett C2C - Link 1 State Bridge	
4	13	57	13				
4	14	57	14				
4	15	57	15				
4	16	57	16				
4	17	57	17				
4	18	57	18				
4	19	57	19			JC IT - Ring 1	
4	20	57	20			JC IT - Ring 1	
4	21	57	21			JC IT - Ring 1	
4	22	57	22			JC IT - Ring 1	
4	23	57	23			JC IT - Ring 1	
4	24	57	24			JC IT - Ring 1	

**CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK**  
**FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE**

**LOCATION: PLEASANT HILL RD AT EAST OF RIVER**

**TRUNKS: CABLE 57 (PLEASANT HILL - EAST) / GW-S142F (PLEASANT HILL EAST)**

**Last Update: 3/6/15**

**COMMENTS:**

PLEASANT HILL CABLE 57 WEST		PLEASANT HILL GW-S142F EAST		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #		
57	1	GW-S142F	1	Sub 4 - State Bridge Leg C	
57	2	GW-S142F	2	Sub 4 - State Bridge Leg C	
57	3	GW-S142F	3		
57	4	GW-S142F	4		
57	5	GW-S142F	5		
57	6	GW-S142F	6		
57	7	GW-S142F	7		
57	8	GW-S142F	8		
57	9	GW-S142F	9		
57	10	GW-S142F	10		
57	11	GW-S142F	11	Gwinnett C2C - Link 1 State Bridge	
57	12	GW-S142F	12	Gwinnett C2C - Link 1 State Bridge	
57	13	GW-S142F	13		
57	14	GW-S142F	14		
57	15	GW-S142F	15		
57	16	GW-S142F	16		
57	17	GW-S142F	17		
57	18	GW-S142F	18		
57	19	GW-S142F	19	JC IT - Ring 1	
57	20	GW-S142F	20	JC IT - Ring 1	
57	21	GW-S142F	21	JC IT - Ring 1	
57	22	GW-S142F	22	JC IT - Ring 1	
57	23	GW-S142F	23	JC IT - Ring 1	
57	24	GW-S142F	24	JC IT - Ring 1	
57	25	GW-S142F	25		
57	26	GW-S142F	26		
57	27	GW-S142F	27		
57	28	GW-S142F	28		
57	29	GW-S142F	29		
57	30	GW-S142F	30		
57	31	GW-S142F	31		
57	32	GW-S142F	32		
57	33	GW-S142F	33		
57	34	GW-S142F	34		
57	35	GW-S142F	35		
57	36	GW-S142F	36		
57	37	GW-S142F	37		
57	38	GW-S142F	38		
57	39	GW-S142F	39		
57	40	GW-S142F	40		
57	41	GW-S142F	41		
57	42	GW-S142F	42		
57	43	GW-S142F	43		
57	44	GW-S142F	44		
57	45	GW-S142F	45		
57	46	GW-S142F	46		
57	47	GW-S142F	47		
57	48	GW-S142F	48		

**CITY OF JOHNS CREEK - ITS COMMUNICATIONS NETWORK  
FIBER SPLICE DETAIL - TRUNK-TO-TRUNK SPLICE**

**LOCATION: STATE BRDGE RD & JONES BRIDGE RD**

**TRUNKS: CABLE 11(STATE WEST)/CABLE 10(STATE-EAST)/CABLE 13 (JONES NORTH)/CABLE 9 (JONES SOUTH)**

**Last Update: 3/6/15**

**COMMENTS:**

STATE BRIDGE CABLE 11 WEST		STATE BRIDGE CABLE 10 EAST		JONES BRIDGE CABLE 13 NORTH		JONES BRIDGE CABLE 9 SOUTH		FUNCTION	COMMENTS
CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #	CABLE ID	FIBER #		
11	3	10	3	13	9			Sub 4 - State Bridge Leg B (old)	Existing - break
11	4	10	4	13	10			Sub 4 - State Bridge Leg B (old)	Existing - break
11	3			13	65			Sub 4 - State Bridge Leg B (new)	
11	4			13	66			Sub 4 - State Bridge Leg B (new)	



PLANTING NO. AS B/L	TRUNK CABLE	FOG 1 TERM/ RIBS	JUMPER TO	USE
1	OW-4125-01	1	Philippine All Port 1	Phil
	OW-4125-02	2	Philippine All Port 2	Phil
	OW-4125-03	3	Philippine All Port 3	Phil
	OW-4125-04	4	Philippine All Port 4	Phil
	OW-4125-05	5	Philippine All Port 5	Phil
	OW-4125-06	6	Philippine All Port 6	Phil
	OW-4125-07	7	Philippine All Port 7	Phil
	OW-4125-08	8	Philippine All Port 8	Phil
	OW-4125-09	9	Philippine All Port 9	Phil
	OW-4125-10	10	Philippine All Port 10	Phil
2	OW-4125-11	11	Philippine All Port 11	Phil
	OW-4125-12	12	Philippine All Port 12	Phil
	OW-4125-13	13	Philippine All Port 13	Phil
	OW-4125-14	14	Philippine All Port 14	Phil
	OW-4125-15	15	Philippine All Port 15	Phil
	OW-4125-16	16	Philippine All Port 16	Phil
	OW-4125-17	17	Philippine All Port 17	Phil
	OW-4125-18	18	Philippine All Port 18	Phil
	OW-4125-19	19	Philippine All Port 19	Phil
	OW-4125-20	20	Philippine All Port 20	Phil
3	OW-4125-21	21	Philippine All Port 21	Phil
	OW-4125-22	22	Philippine All Port 22	Phil
	OW-4125-23	23	Philippine All Port 23	Phil
	OW-4125-24	24	Philippine All Port 24	Phil
	OW-4125-25	25	Philippine All Port 25	Phil
	OW-4125-26	26	Philippine All Port 26	Phil
	OW-4125-27	27	Philippine All Port 27	Phil
	OW-4125-28	28	Philippine All Port 28	Phil
	OW-4125-29	29	Philippine All Port 29	Phil
	OW-4125-30	30	Philippine All Port 30	Phil
4	OW-4125-31	31	Philippine All Port 31	Phil
	OW-4125-32	32	Philippine All Port 32	Phil
	OW-4125-33	33	Philippine All Port 33	Phil
	OW-4125-34	34	Philippine All Port 34	Phil
	OW-4125-35	35	Philippine All Port 35	Phil
	OW-4125-36	36	Philippine All Port 36	Phil
	OW-4125-37	37	Philippine All Port 37	Phil
	OW-4125-38	38	Philippine All Port 38	Phil
	OW-4125-39	39	Philippine All Port 39	Phil
	OW-4125-40	40	Philippine All Port 40	Phil
5	OW-4125-41	41	Philippine All Port 41	Phil
	OW-4125-42	42	Philippine All Port 42	Phil
	OW-4125-43	43	Philippine All Port 43	Phil
	OW-4125-44	44	Philippine All Port 44	Phil
	OW-4125-45	45	Philippine All Port 45	Phil
	OW-4125-46	46	Philippine All Port 46	Phil
	OW-4125-47	47	Philippine All Port 47	Phil
	OW-4125-48	48	Philippine All Port 48	Phil
	OW-4125-49	49	Philippine All Port 49	Phil
	OW-4125-50	50	Philippine All Port 50	Phil
6	OW-4125-51	51	Philippine All Port 51	Phil
	OW-4125-52	52	Philippine All Port 52	Phil
	OW-4125-53	53	Philippine All Port 53	Phil
	OW-4125-54	54	Philippine All Port 54	Phil
	OW-4125-55	55	Philippine All Port 55	Phil
	OW-4125-56	56	Philippine All Port 56	Phil
	OW-4125-57	57	Philippine All Port 57	Phil
	OW-4125-58	58	Philippine All Port 58	Phil
	OW-4125-59	59	Philippine All Port 59	Phil
	OW-4125-60	60	Philippine All Port 60	Phil
7	OW-4125-61	61	Philippine All Port 61	Phil
	OW-4125-62	62	Philippine All Port 62	Phil
	OW-4125-63	63	Philippine All Port 63	Phil
	OW-4125-64	64	Philippine All Port 64	Phil
	OW-4125-65	65	Philippine All Port 65	Phil
	OW-4125-66	66	Philippine All Port 66	Phil
	OW-4125-67	67	Philippine All Port 67	Phil
	OW-4125-68	68	Philippine All Port 68	Phil
	OW-4125-69	69	Philippine All Port 69	Phil
	OW-4125-70	70	Philippine All Port 70	Phil
8	OW-4125-71	71	Philippine All Port 71	Phil
	OW-4125-72	72	Philippine All Port 72	Phil
	OW-4125-73	73	Philippine All Port 73	Phil
	OW-4125-74	74	Philippine All Port 74	Phil
	OW-4125-75	75	Philippine All Port 75	Phil
	OW-4125-76	76	Philippine All Port 76	Phil
	OW-4125-77	77	Philippine All Port 77	Phil
	OW-4125-78	78	Philippine All Port 78	Phil
	OW-4125-79	79	Philippine All Port 79	Phil
	OW-4125-80	80	Philippine All Port 80	Phil
9	OW-4125-81	81	Philippine All Port 81	Phil
	OW-4125-82	82	Philippine All Port 82	Phil
	OW-4125-83	83	Philippine All Port 83	Phil
	OW-4125-84	84	Philippine All Port 84	Phil
	OW-4125-85	85	Philippine All Port 85	Phil
	OW-4125-86	86	Philippine All Port 86	Phil
	OW-4125-87	87	Philippine All Port 87	Phil
	OW-4125-88	88	Philippine All Port 88	Phil
	OW-4125-89	89	Philippine All Port 89	Phil
	OW-4125-90	90	Philippine All Port 90	Phil
10	OW-4125-91	91	Philippine All Port 91	Phil
	OW-4125-92	92	Philippine All Port 92	Phil
	OW-4125-93	93	Philippine All Port 93	Phil
	OW-4125-94	94	Philippine All Port 94	Phil
	OW-4125-95	95	Philippine All Port 95	Phil
	OW-4125-96	96	Philippine All Port 96	Phil
	OW-4125-97	97	Philippine All Port 97	Phil
	OW-4125-98	98	Philippine All Port 98	Phil
	OW-4125-99	99	Philippine All Port 99	Phil
	OW-4125-100	100	Philippine All Port 100	Phil
11	OW-4125-101	101	Philippine All Port 101	Phil
	OW-4125-102	102	Philippine All Port 102	Phil
	OW-4125-103	103	Philippine All Port 103	Phil
	OW-4125-104	104	Philippine All Port 104	Phil
	OW-4125-105	105	Philippine All Port 105	Phil
	OW-4125-106	106	Philippine All Port 106	Phil
	OW-4125-107	107	Philippine All Port 107	Phil
	OW-4125-108	108	Philippine All Port 108	Phil
	OW-4125-109	109	Philippine All Port 109	Phil
	OW-4125-110	110	Philippine All Port 110	Phil
12	OW-4125-111	111	Philippine All Port 111	Phil
	OW-4125-112	112	Philippine All Port 112	Phil
	OW-4125-113	113	Philippine All Port 113	Phil
	OW-4125-114	114	Philippine All Port 114	Phil
	OW-4125-115	115	Philippine All Port 115	Phil
	OW-4125-116	116	Philippine All Port 116	Phil
	OW-4125-117	117	Philippine All Port 117	Phil
	OW-4125-118	118	Philippine All Port 118	Phil
	OW-4125-119	119	Philippine All Port 119	Phil
	OW-4125-120	120	Philippine All Port 120	Phil
13	OW-4125-121	121	Philippine All Port 121	Phil
	OW-4125-122	122	Philippine All Port 122	Phil
	OW-4125-123	123	Philippine All Port 123	Phil
	OW-4125-124	124	Philippine All Port 124	Phil
	OW-4125-125	125	Philippine All Port 125	Phil
	OW-4125-126	126	Philippine All Port 126	Phil
	OW-4125-127	127	Philippine All Port 127	Phil
	OW-4125-128	128	Philippine All Port 128	Phil
	OW-4125-129	129	Philippine All Port 129	Phil
	OW-4125-130	130	Philippine All Port 130	Phil
14	OW-4125-131	131	Philippine All Port 131	Phil
	OW-4125-132	132	Philippine All Port 132	Phil
	OW-4125-133	133	Philippine All Port 133	Phil
	OW-4125-134	134	Philippine All Port 134	Phil
	OW-4125-135	135	Philippine All Port 135	Phil
	OW-4125-136	136	Philippine All Port 136	Phil
	OW-4125-137	137	Philippine All Port 137	Phil
	OW-4125-138	138	Philippine All Port 138	Phil
	OW-4125-139	139	Philippine All Port 139	Phil
	OW-4125-140	140	Philippine All Port 140	Phil
15	OW-4125-141	141	Philippine All Port 141	Phil
	OW-4125-142	142	Philippine All Port 142	Phil
	OW-4125-143	143	Philippine All Port 143	Phil
	OW-4125-144	144	Philippine All Port 144	Phil
	OW-4125-145	145	Philippine All Port 145	Phil
	OW-4125-146	146	Philippine All Port 146	Phil
	OW-4125-147	147	Philippine All Port 147	Phil
	OW-4125-148	148	Philippine All Port 148	Phil
	OW-4125-149	149	Philippine All Port 149	Phil
	OW-4125-150	150	Philippine All Port 150	Phil
16	OW-4125-151	151	Philippine All Port 151	Phil
	OW-4125-152	152	Philippine All Port 152	Phil
	OW-4125-153	153	Philippine All Port 153	Phil
	OW-4125-154	154	Philippine All Port 154	Phil
	OW-4125-155	155	Philippine All Port 155	Phil
	OW-4125-156	156	Philippine All Port 156	Phil
	OW-4125-157	157	Philippine All Port 157	Phil
	OW-4125-158	158	Philippine All Port 158	Phil
	OW-4125-159	159	Philippine All Port 159	Phil
	OW-4125-160	160	Philippine All Port 160	Phil
17	OW-4125-161	161	Philippine All Port 161	Phil
	OW-4125-162	162	Philippine All Port 162	Phil
	OW-4125-163	163	Philippine All Port 163	Phil
	OW-4125-164	164	Philippine All Port 164	Phil
	OW-4125-165	165	Philippine All Port 165	Phil
	OW-4125-166	166	Philippine All Port 166	Phil
	OW-4125-167	167	Philippine All Port 167	Phil
	OW-4125-168	168	Philippine All Port 168	Phil
	OW-4125-169	169	Philippine All Port 169	Phil
	OW-4125-170	170	Philippine All Port 170	Phil
18	OW-4125-171	171	Philippine All Port 171	Phil
	OW-4125-172	172	Philippine All Port 172	Phil
	OW-4125-173	173	Philippine All Port 173	Phil
	OW-4125-174	174	Philippine All Port 174	Phil
	OW-4125-175	175	Philippine All Port 175	Phil
	OW-4125-176	176	Philippine All Port 176	Phil
	OW-4125-177	177	Philippine All Port 177	Phil
	OW-4125-178	178	Philippine All Port 178	Phil
	OW-4125-179	179	Philippine All Port 179	Phil
	OW-4125-180	180	Philippine All Port 180	Phil
19	OW-4125-181	181	Philippine All Port 181	Phil
	OW-4125-182	182	Philippine All Port 182	Phil
	OW-4125-183	183	Philippine All Port 183	Phil
	OW-4125-184	184	Philippine All Port 184	Phil
	OW-4125-185	185	Philippine All Port 185	Phil
	OW-4125-186	186	Philippine All Port 186	Phil
	OW-4125-187	187	Philippine All Port 187	Phil
	OW-4125-188	188	Philippine All Port 188	Phil
	OW-4125-189	189	Philippine All Port 189	Phil
	OW-4125-190	190	Philippine All Port 190	Phil
20	OW-4125-191	191	Philippine All Port 191	Phil
	OW-4125-192	192	Philippine All Port 192	Phil
	OW-4125-193	193	Philippine All Port 193	Phil
	OW-4125-194	194	Philippine All Port 194	Phil
	OW-4125-195	195	Philippine All Port 195	Phil
	OW-4125-196	196	Philippine All Port 196	Phil
	OW-4125-197	197	Philippine All Port 197	Phil
	OW-4125-198	198	Philippine All Port 198	Phil
	OW-4125-199	199	Philippine All Port 199	Phil
	OW-4125-200	200	Philippine All Port 200	Phil
21	OW-4125-201	201	Philippine All Port 201	Phil
	OW-4125-202	202	Philippine All Port 202	Phil
	OW-4125-203	203	Philippine All Port 203	Phil
	OW-4125-204	204	Philippine All Port 204	Phil
	OW-4125-205	205	Philippine All Port 205	Phil
	OW-4125-206	206	Philippine All Port 206	Phil
	OW-4125-207	207	Philippine All Port 207	Phil
	OW-4125-208	208	Philippine All Port 208	Phil
	OW-4125-209	209	Philippine All Port 209	Phil
	OW-4125-210	210	Philippine All Port 210	Phil
22	OW-4125-211	211	Philippine All Port 211	Phil
	OW-4125-212	212	Philippine All Port 212	Phil
	OW-4125-213	213	Philippine All Port 213	Phil
	OW-4125-214	214	Philippine All Port 214	Phil
	OW-4125-215	215	Philippine All Port 215	Phil
	OW-4125-216	216	Philippine All Port 216	Phil
	OW-4125-217	217	Philippine All Port 217	Phil
	OW-4125-218	218	Philippine All Port 218	Phil
	OW-4125-219	219	Philippine All Port 219	Phil
	OW-4125-220	220	Philippine All Port 220	Phil
23	OW-4125-221	221	Philippine All Port 221	Phil
	OW-4125-222	222	Philippine All Port 222	Phil
	OW-4125-223	223	Philippine All Port 223	Phil
	OW-4125-224	224	Philippine All Port 224	Phil
	OW-4125-225	225	Philippine All Port 225	Phil
	OW-4125-226	226	Philippine All Port 226	Phil
	OW-4125-227	227	Philippine All Port 227	Phil
	OW-4125-228	228	Philippine All Port 228	Phil
	OW-4125-229	229	Philippine All Port 229	Phil
	OW-4125-230	230	Philippine All Port 230	Phil
24	OW-4125-231	231	Philippine All Port 231	Phil
	OW-4125-232	232	Philippine All Port 232	Phil
	OW-4125-233	233	Philippine All Port 233	Phil
	OW-4125-234	234	Philippine All Port 234	Phil
	OW-4125-235	235	Philippine All Port 235	Phil
	OW-4125-236	236	Philippine All Port 236	Phil
	OW-4125-237	237	Philippine All Port 237	Phil
	OW-4125-238	238	Philippine All Port 238	Phil
	OW-4125-239	239	Philippine All Port 239	Phil
	OW-4125-240	240	Philippine All Port 240	Phil
25	OW-4125-241	241	Philippine All Port 241	Phil
	OW-4125-242	242	Philippine All Port 242	Phil
	OW-4125-243	243	Philippine All Port 243	Phil
	OW-4125-244	244	Philippine All Port 244	Phil
	OW-4125-245	245	Philippine All Port 245	Phil
	OW-4125-246	246	Philippine All Port 246	Phil
	OW-4125-247	247	Philippine All Port 247	Phil
	OW-4125-248	248	Philippine All Port 248	Phil
	OW-4125-249	249	Philippine All Port 249	Phil
	OW-4125-250	250	Philippine All Port 250	Phil
26	OW-4125-251	251	Philippine All Port 251	Phil
	OW-4125-252	252	Philippine All Port 252	Phil
	OW-4125-253	253	Philippine All Port 253	Phil
	OW-4125-254	254	Philippine All Port 254	Phil
	OW-4125-255	255	Philippine All Port 255	Phil
	OW-4125-256	256	Philippine All Port 256	Phil
	OW-4125-257	257	Philippine All Port 257	Phil
	OW-4125-258	258	Philippine All Port 258	Phil
	OW-4125-259	259	Philippine All Port 259	Phil
	OW-4125-260	260	Philippine All Port 260	Phil
27	OW-4125-261	261	Philippine All Port 261	Phil
	OW-4125-262	262	Philippine All Port 262	Phil
	OW-4125-263	263	Philippine All Port 263	

PLANTING LANE 48 (S) (W) (N)	TRUNK CABLE FIBER #	FIBER A TERMINAL	JUMPER TO	USE
7	GW-S142F 01	73		
	GW-S142F 02	74		
	GW-S142F 03	75		
	GW-S142F 04	76		
	GW-S142F 05	77		
	GW-S142F 06	78		
	GW-S142F 07	79		
	GW-S142F 08	80		
	GW-S142F 09	81		
	GW-S142F 10	82		
8	GW-S142F 11	83		
	GW-S142F 12	84		
	GW-S142F 13	85	FDC A Port 13	Phal R 7
	GW-S142F 14	86	FDC A Port 14	
	GW-S142F 15	87		
	GW-S142F 16	88		
	GW-S142F 17	89	Phal/BIB A8 Port 7	Phal
	GW-S142F 18	90	Phal/BIB A8 Port 7	R 7
	GW-S142F 19	91	FDC A Port 15	
	GW-S142F 20	92	FDC A Port 16	
9	GW-S142F 21	93	FDC A Port 21	
	GW-S142F 22	94	FDC A Port 22	
	GW-S142F 23	95	FDC A Port 23	
	GW-S142F 24	96	FDC A Port 24	
	GW-S142F 25	97	FDC A Port 25	
	GW-S142F 26	98	FDC A Port 26	
	GW-S142F 27	99	FDC A Port 27	
	GW-S142F 28	100	FDC A Port 28	
	GW-S142F 29	101	FDC A Port 29	
	GW-S142F 30	102	FDC A Port 30	
10	GW-S142F 31	103	FDC A Port 31	
	GW-S142F 32	104	FDC A Port 32	
	GW-S142F 33	105	FDC A Port 33	
	GW-S142F 34	106	FDC A Port 34	
	GW-S142F 35	107	FDC A Port 35	
	GW-S142F 36	108	FDC A Port 36	
	GW-S142F 37	109	FDC A Port 37	
	GW-S142F 38	110	FDC B Port 108	
	GW-S142F 39	111	FDC B Port 110	
	GW-S142F 40	112	FDC B Port 109	
11	GW-S142F 41	113	FDC B Port 111	
	GW-S142F 42	114	FDC B Port 113	
	GW-S142F 43	115	FDC A Port 43	
	GW-S142F 44	116	FDC A Port 44	
	GW-S142F 45	117	FDC A Port 45	
	GW-S142F 46	118	FDC A Port 46	
	GW-S142F 47	119	FDC A Port 47	
	GW-S142F 48	120	FDC A Port 48	
	GW-S142F 49	121		
	GW-S142F 50	122		
12	GW-S142F 51	123		
	GW-S142F 52	124		
	GW-S142F 53	125		
	GW-S142F 54	126		
	GW-S142F 55	127		
	GW-S142F 56	128		
	GW-S142F 57	129		
	GW-S142F 58	130		
	GW-S142F 59	131		
	GW-S142F 60	132		
13	GW-S142F 61	133		
	GW-S142F 62	134		
	GW-S142F 63	135		
	GW-S142F 64	136		
	GW-S142F 65	137		
	GW-S142F 66	138		
	GW-S142F 67	139		
	GW-S142F 68	140		
	GW-S142F 69	141		
	GW-S142F 70	142		
14	GW-S142F 71	143		
	GW-S142F 72	144		
	GW-S142F 73	145		
	GW-S142F 74	146		
	GW-S142F 75	147		
	GW-S142F 76	148		
	GW-S142F 77	149		
	GW-S142F 78	150		
	GW-S142F 79	151		
	GW-S142F 80	152		

PB# 72 SM (cont)	TRUNK CABLE FIBER #	FIBER #	FDC B PORT	JUMPER TO	USE
1	GW-5014A.01	1	FDC B Port 73	PB	
	GW-5014B.02	2	FDC B Port 74	R.1	
	GW-5014C.03	3	FDC C Port 9	PB	
	GW-5014D.04	4	FDC D Port 10	P.3	
	GW-5014E.05	5	FDC E Port 11	P.3	
	GW-5014F.06	6	FDC F Port 78	R.2	
	GW-5014A.07	7	FDC B Port 79	(PB)	
	GW-5014B.08	8	FDC B Port 80	R.2	
	GW-5014C.09	9	FDC B Port 81		
	GW-5014D.10	10	FDC B Port 82		
2	GW-5014A.11	11	FDC B Port 83		
	GW-5014A.12	12	FDC B Port 84		
	GW-5014A.13	13	FDC B Port 85	SR 141	
	GW-5014A.14	14	FDC B Port 86	Seg P	
	GW-5014A.15	15	FDC B Port 87	SR 141	
	GW-5014A.16	16	FDC B Port 88	Seg R	
	GW-5014A.17	17	FDC B Port 89		
	GW-5014A.18	18	FDC B Port 90		
	GW-5014A.19	19	FDC B Port 91		
	GW-5014A.20	20	FDC B Port 92		
3	GW-5014A.21	21	FDC B Port 93		
	GW-5014A.22	22	FDC B Port 94		
	GW-5014A.23	23	FDC B Port 95		
	GW-5014A.24	24	FDC B Port 96		
	GW-5014A.25	25	FDC B Port 97		
	GW-5014A.26	26	FDC B Port 98		
	GW-5014A.27	27	FDC B Port 99		
	GW-5014A.28	28	FDC B Port 100		
	GW-5014A.29	29	FDC B Port 101		
	GW-5014A.30	30	FDC B Port 102		
4	GW-5014A.31	31	FDC B Port 103		
	GW-5014A.32	32	FDC B Port 104		
	GW-5014A.33	33	FDC B Port 105		
	GW-5014A.34	34	FDC B Port 106		
	GW-5014A.35	35	FDC B Port 107		
	GW-5014A.36	36	FDC B Port 108		
	GW-5014A.37	37	FDC B Port 109		
	GW-5014A.38	38	FDC B Port 110		
	GW-5014A.39	39	FDC B Port 111		
	GW-5014A.40	40	FDC B Port 112		
5	GW-5014A.41	41	FDC B Port 113		
	GW-5014A.42	42	FDC B Port 114		
	GW-5014A.43	43	FDC B Port 115		
	GW-5014A.44	44	FDC B Port 116		
	GW-5014A.45	45	FDC B Port 117		
	GW-5014A.46	46	FDC B Port 118		
	GW-5014A.47	47	FDC B Port 119		
	GW-5014A.48	48	FDC B Port 120		
	GW-5014A.49	49	FDC B Port 121		
	GW-5014A.50	50	FDC B Port 122		
6	GW-5014A.51	51	FDC B Port 123		
	GW-5014A.52	52	FDC B Port 124		
	GW-5014A.53	53	FDC B Port 125		
	GW-5014A.54	54	FDC B Port 126		
	GW-5014A.55	55	FDC B Port 127		
	GW-5014A.56	56	FDC B Port 128		
	GW-5014A.57	57	FDC B Port 129		
	GW-5014A.58	58	FDC B Port 130		
	GW-5014A.59	59	FDC B Port 131		
	GW-5014A.60	60	FDC B Port 132		
7	GW-5014A.61	61	FDC B Port 133		
	GW-5014A.62	62	FDC B Port 134		
	GW-5014A.63	63	FDC B Port 135		
	GW-5014A.64	64	FDC B Port 136		
	GW-5014A.65	65	FDC B Port 137		
	GW-5014A.66	66	FDC B Port 138		
	GW-5014A.67	67	FDC B Port 139		
	GW-5014A.68	68	FDC B Port 140		
	GW-5014A.69	69	FDC B Port 141		
	GW-5014A.70	70	FDC B Port 142		
8	GW-5014A.71	71	FDC B Port 143		
	GW-5014B.01	72	FDC B Port 144		
	GW-5014B.02	73	FDC B Port 145		
	GW-5014B.03	74	FDC B Port 146		
	GW-5014B.04	75	FDC B Port 147		
	GW-5014B.05	76	FDC B Port 148		
	GW-5014B.06	77	FDC B Port 149		
	GW-5014B.07	78	FDC B Port 150		
	GW-5014B.08	79	FDC B Port 151		
	GW-5014B.09	80	FDC B Port 152		
9	GW-5014B.01	81	FDC B Port 153		
	GW-5014B.02	82	FDC B Port 154		
	GW-5014B.03	83	FDC B Port 155		
	GW-5014B.04	84	FDC B Port 156		
	GW-5014B.05	85	FDC B Port 157		
	GW-5014B.06	86	FDC B Port 158		
	GW-5014B.07	87	FDC B Port 159		
	GW-5014B.08	88	FDC B Port 160		
	GW-5014B.09	89	FDC B Port 161		
	GW-5014B.10	90	FDC B Port 162		
10	GW-5014B.01	91	FDC B Port 163		
	GW-5014B.02	92	FDC B Port 164		
	GW-5014B.03	93	FDC B Port 165		
	GW-5014B.04	94	FDC B Port 166		
	GW-5014B.05	95	FDC B Port 167		
	GW-5014B.06	96	FDC B Port 168		
	GW-5014B.07	97	FDC B Port 169		
	GW-5014B.08	98	FDC B Port 170		
	GW-5014B.09	99	FDC B Port 171		
	GW-5014B.10	100	FDC B Port 172		
11	GW-5014B.01	101	FDC B Port 173		
	GW-5014B.02	102	FDC B Port 174		
	GW-5014B.03	103	FDC B Port 175		
	GW-5014B.04	104	FDC B Port 176		
	GW-5014B.05	105	FDC B Port 177		
	GW-5014B.06	106	FDC B Port 178		
	GW-5014B.07	107	FDC B Port 179		
	GW-5014B.08	108	FDC B Port 180		
	GW-5014B.09	109	FDC B Port 181		
	GW-5014B.10	110	FDC B Port 182		
12	GW-5014B.01	111	FDC B Port 183		
	GW-5014B.02	112	FDC B Port 184		
	GW-5014B.03	113	FDC B Port 185		
	GW-5014B.04	114	FDC B Port 186		
	GW-5014B.05	115	FDC B Port 187		
	GW-5014B.06	116	FDC B Port 188		
	GW-5014B.07	117	FDC B Port 189		
	GW-5014B.08	118	FDC B Port 190		
	GW-5014B.09	119	FDC B Port 191		
	GW-5014B.10	120	FDC B Port 192		
13	GW-5014B.01	121	FDC B Port 193		
	GW-5014B.02	122	FDC B Port 194		
	GW-5014B.03	123	FDC B Port 195		
	GW-5014B.04	124	FDC B Port 196		
	GW-5014B.05	125	FDC B Port 197		
	GW-5014B.06	126	FDC B Port 198		
	GW-5014B.07	127	FDC B Port 199		
	GW-5014B.08	128	FDC B Port 200		
	GW-5014B.09	129	FDC B Port 201		
	GW-5014B.10	130	FDC B Port 202		
14	GW-5014B.01	131	FDC B Port 203		
	GW-5014B.02	132	FDC B Port 204		
	GW-5014B.03	133	FDC B Port 205		
	GW-5014B.04	134	FDC B Port 206		
	GW-5014B.05	135	FDC B Port 207		
	GW-5014B.06	136	FDC B Port 208		
	GW-5014B.07	137	FDC B Port 209		
	GW-5014B.08	138	FDC B Port 210		
	GW-5014B.09	139	FDC B Port 211		
	GW-5014B.10	140	FDC B Port 212		
15	GW-5014B.01	141	FDC B Port 213		
	GW-5014B.02	142	FDC B Port 214		
	GW-5014B.03	143	FDC B Port 215		
	GW-5014B.04	144	FDC B Port 216		
	GW-5014B.05	145	FDC B Port 217		
	GW-5014B.06	146	FDC B Port 218		
	GW-5014B.07	147	FDC B Port 219		
	GW-5014B.08	148	FDC B Port 220		
	GW-5014B.09	149	FDC B Port 221		
	GW-5014B.10	150	FDC B Port 222		
16	GW-5014B.01	151	FDC B Port 223		
	GW-5014B.02	152	FDC B Port 224		
	GW-5014B.03	153	FDC B Port 225		
	GW-5014B.04	154	FDC B Port 226		
	GW-5014B.05	155	FDC B Port 227		
	GW-5014B.06	156	FDC B Port 228		
	GW-5014B.07	157	FDC B Port 229		
	GW-5014B.08	158	FDC B Port 230		
	GW-5014B.09	159	FDC B Port 231		
	GW-5014B.10	160	FDC B Port 232		
17	GW-5014B.01	161	FDC B Port 233		
	GW-5014B.02	162	FDC B Port 234		
	GW-5014B.03	163	FDC B Port 235		
	GW-5014B.04	164	FDC B Port 236		
	GW-5014B.05	165	FDC B Port 237		
	GW-5014B.06	166	FDC B Port 238		
	GW-5014B.07	167	FDC B Port 239		
	GW-5014B.08	168	FDC B Port 240		
	GW-5014B.09	169	FDC B Port 241		
	GW-5014B.10	170	FDC B Port 242		
18	GW-5014B.01	171	FDC B Port 243		
	GW-5014B.02	172	FDC B Port 244		
	GW-5014B.03	173	FDC B Port 245		
	GW-5014B.04	174	FDC B Port 246		
	GW-5014B.05	175	FDC B Port 247		
	GW-5014B.06	176	FDC B Port 248		
	GW-5014B.07	177	FDC B Port 249		
	GW-5014B.08	178	FDC B Port 250		
	GW-5014B.09	179	FDC B Port 251		
	GW-5014B.10	180	FDC B Port 252		
19	GW-5014B.01	181	FDC B Port 253		
	GW-5014B.02	182	FDC B Port 254		
	GW-5014B.03	183	FDC B Port 255		
	GW-5014B.04	184	FDC B Port 256		
	GW-5014B.05	185	FDC B Port 257		
	GW-5014B.06	186	FDC B Port 258		
	GW-5014B.07	187	FDC B Port 259		
	GW-5014B.08	188	FDC B Port 260		
	GW-5014B.09	189	FDC B Port 261		
	GW-5014B.10	190	FDC B Port 262		
20	GW-5014B.01	191	FDC B Port 263		
	GW-5014B.02	192	FDC B Port 264		
	GW-5014B.03	193	FDC B Port 265		
	GW-5014B.04	194	FDC B Port 266		
	GW-5014B.05	195	FDC B Port 267		
	GW-5014B.06	196	FDC B Port 268		
	GW-5014B.07	197	FDC B Port 269		
	GW-5014B.08	198	FDC B Port 270		
	GW-5014B.09	199	FDC B Port 271		
	GW-5014B.10	200	FDC B Port 272		
21	GW-5014B.01	201	FDC B Port 273		
	GW-5014B.02	202	FDC B Port 274		
	GW-5014B.03	203	FDC B Port 275		
	GW-5014B.04	204	FDC B Port 276		
	GW-5014B.05	205	FDC B Port 277		
	GW-5014B.06	206	FDC B Port 278		
	GW-5014B.07	207	FDC B Port 279		
	GW-5014B.08	208	FDC B Port 280		
	GW-5014B.09	209	FDC B Port 281		
	GW-5014B.10	210	FDC B Port 282		
22	GW-5014B.01	211	FDC B Port 283		
	GW-5014B.02	212	FDC B Port 284		
	GW-5014B.03	213	FDC B Port 285		
	GW-5014B.04	214	FDC B Port 286		
	GW-5014B.05	215	FDC B Port 287		
	GW-5014B.06	216	FDC B Port 288		
	GW-5014B.07	217	FDC B Port 289		
	GW-5014B.08	218	FDC B Port 290		
	GW-5014B.09	219	FDC B Port 291		
	GW-5014B.10	220	FDC B Port 292		
23	GW-5014B.01	221	FDC B Port 293		
	GW-5014B.02	222	FDC B Port 294		
	GW-5014B.03	223	FDC B Port 295		
	GW-5014B.04	224	FDC B Port 296		
	GW-5014B.05	225	FDC B Port 297		
	GW-5014B.06	226	FDC B Port 298		
	GW-5014B.07	227	FDC B Port 299		
	GW-5014B.08	228	FDC B Port 300		
	GW-5014B.09	229	FDC B Port 301		
	GW-5014B.10	230	FDC B Port 302		
24	GW-5014B.01	231	FDC B Port 303		
	GW-5014B.02	232	FDC B Port 304		
	GW-5014B.03	233	FDC B Port 305		
	GW-5014B.04	234	FDC B Port 306		
	GW-5014B.05	235	FDC B Port 307		
	GW-5014B.06	236	FDC B Port 308		
	GW-5014B.07	237	FDC B Port 309		
	GW-5014B.08	238	FDC B Port 310		
	GW-5014B.09	239	FDC B Port 311		
	GW-5014B.10	240	FDC B Port 312		
25	GW-5014B.01	241	FDC B Port 313		
	GW-5014B.02	242	FDC B Port 314		
	GW-5014B.03	243	FDC B Port 315		
	GW-5014B.04	244	FDC B Port 316		
	GW-5014B.05	245	FDC B Port 317		
	GW-5014B.06	246	FDC B Port 318		
	GW-5014B.07	247	FDC B Port 319		
	GW-5014B.08	248	FDC B Port 320		
	GW-5014B.09	249	FDC B Port 321		
	GW-5014B.10	250	FDC B Port 322		
26	GW-5014B.01	251	FDC B Port 323		
	GW-5014B.02	252	FDC B Port 324		
	GW-5014B.03	253	FDC B Port 325		
	GW-5014B.04	254	FDC B Port 326		
	GW-5014B.05	255	FDC B Port 327		
	GW-5014B.06	256	FDC B Port 328		
	GW-5014B.07	257	FDC B Port 329		
	GW-5014B.08	258	FDC B Port 330		
	GW-5014B.09				

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PB @ SR 120 (ABBOTT'S BRIDGE RD) HUB CABINET - FDC A  
TERMINATION, JUMPER & USE TABLE  
288 COUNT FDC (LC CONNECTORS)

Last Update: 3/6/15

(Pg. 72 SM, north)

TRUNK CABLE FIBER #	FDC TERM / PORT	JUMPER TO	USE
GW-501481.01	1	FDC A Port 73	PB
GW-501481.02	2	FDC A Port 74	R 1
GW-501481.03	3	FDC A Port 145	PB (S)
GW-501481.04	4	FDC A Port 146	R 3
GW-501481.05	5	FDC A Port 77	PB
GW-501481.06	6	FDC A Port 78	R 2
GW-501481.07	7	FDC A Port 79	(PB)
GW-501481.08	8	FDC A Port 80	R 2
GW-501481.09	9	FDC A Port 81	
GW-501481.10	10	FDC A Port 82	
GW-501481.11	11	FDC A Port 83	
GW-501481.12	12	FDC A Port 84	
GW-501481.13	13	FDC A Port 85	SR 141
GW-501481.14	14	FDC A Port 86	SR 141
GW-501481.15	15	FDC A Port 87	SR 141
GW-501481.16	16	FDC A Port 88	SR 141
GW-501481.17	17	FDC A Port 89	SR 141
GW-501481.18	18	FDC A Port 90	PB @
GW-501481.19	19	FDC A Port 91	PB AS
GW-501481.20	20	FDC A Port 92	
GW-501481.21	21	FDC A Port 93	
GW-501481.22	22	FDC A Port 94	
GW-501481.23	23	FDC A Port 95	
GW-501481.24	24	FDC A Port 96	
GW-501481.25	25	FDC A Port 97	
GW-501481.26	26	FDC A Port 98	
GW-501481.27	27	FDC A Port 99	
GW-501481.28	28	FDC A Port 100	
GW-501481.29	29	FDC A Port 101	
GW-501481.30	30	FDC A Port 102	
GW-501481.31	31	FDC A Port 103	
GW-501481.32	32	FDC A Port 104	
GW-501481.33	33	FDC A Port 105	
GW-501481.34	34	FDC A Port 106	
GW-501481.35	35	FDC A Port 107	
GW-501481.36	36	FDC A Port 108	
GW-501481.37	37	FDC A Port 109	
GW-501481.38	38	FDC A Port 110	
GW-501481.39	39	FDC A Port 111	
GW-501481.40	40	FDC A Port 112	
GW-501481.41	41	FDC A Port 113	
GW-501481.42	42	FDC A Port 114	
GW-501481.43	43	FDC A Port 115	
GW-501481.44	44	FDC A Port 116	
GW-501481.45	45	FDC A Port 117	
GW-501481.46	46	FDC A Port 118	
GW-501481.47	47	FDC A Port 119	
GW-501481.48	48	FDC A Port 120	
GW-501481.49	49	FDC A Port 121	
GW-501481.50	50	FDC A Port 122	
GW-501481.51	51	FDC A Port 123	
GW-501481.52	52	FDC A Port 124	
GW-501481.53	53	FDC A Port 125	
GW-501481.54	54	FDC A Port 126	
GW-501481.55	55	FDC A Port 127	
GW-501481.56	56	FDC A Port 128	
GW-501481.57	57	FDC A Port 129	
GW-501481.58	58	FDC A Port 130	
GW-501481.59	59	FDC A Port 131	
GW-501481.60	60	FDC A Port 132	
GW-501481.61	61	TBD	
GW-501481.62	62	TBD	
GW-501481.63	63	FDC Port 135	Sub 4 - State Bridge Leg C
GW-501481.64	64	FDC Port 136	Sub 4 - State Bridge Leg C
GW-501481.65	65	TBD	
GW-501481.66	66	TBD	
GW-501481.67	67	FDC A Port 139	Johns Creek
GW-501481.68	68	FDC A Port 140	USE
GW-501481.69	69	FDC A Port 141	
GW-501481.70	70	FDC A Port 142	
GW-501481.71	71	FDC A Port 143	
GW-501481.72	72	FDC A Port 144	

(Pg. 72 SM, south)

TRUNK CABLE FIBER #	FDC TERM / PORT	JUMPER TO	USE
GW-501482.01	73	FDC A Port 1	PB
GW-501482.02	74	FDC A Port 2	R 1
GW-501482.03	75	FDC A Port 147	PB (S)
GW-501482.04	76	FDC A Port 148	R 3
GW-501482.05	77	FDC A Port 5	PB
GW-501482.06	78	FDC A Port 6	R 2
GW-501482.07	79	FDC A Port 7	(PB)
GW-501482.08	80	FDC A Port 8	R 2
GW-501482.09	81	FDC A Port 9	
GW-501482.10	82	FDC A Port 10	
GW-501482.11	83	FDC A Port 11	
GW-501482.12	84	FDC A Port 12	
GW-501482.13	85	FDC A Port 13	SR 141
GW-501482.14	86	FDC A Port 14	SR 141
GW-501482.15	87	FDC A Port 15	SR 141
GW-501482.16	88	FDC A Port 16	SR 141
GW-501482.17	89	FDC A Port 17	SR 141
GW-501482.18	90	FDC A Port 18	PB @
GW-501482.19	91	FDC A Port 19	PB AS
GW-501482.20	92	FDC A Port 20	
GW-501482.21	93	FDC A Port 21	
GW-501482.22	94	FDC A Port 22	
GW-501482.23	95	FDC A Port 23	
GW-501482.24	96	FDC A Port 24	
GW-501482.25	97	FDC A Port 25	
GW-501482.26	98	FDC A Port 26	
GW-501482.27	99	FDC A Port 27	
GW-501482.28	100	FDC A Port 28	
GW-501482.29	101	FDC A Port 29	
GW-501482.30	102	FDC A Port 30	
GW-501482.31	103	FDC A Port 31	
GW-501482.32	104	FDC A Port 32	
GW-501482.33	105	FDC A Port 33	
GW-501482.34	106	FDC A Port 34	
GW-501482.35	107	FDC A Port 35	
GW-501482.36	108	FDC A Port 36	
GW-501482.37	109	FDC A Port 37	
GW-501482.38	110	FDC A Port 38	
GW-501482.39	111	FDC A Port 39	
GW-501482.40	112	FDC A Port 40	
GW-501482.41	113	FDC A Port 41	
GW-501482.42	114	FDC A Port 42	
GW-501482.43	115	FDC A Port 43	
GW-501482.44	116	FDC A Port 44	
GW-501482.45	117	FDC A Port 45	
GW-501482.46	118	FDC A Port 46	
GW-501482.47	119	FDC A Port 47	
GW-501482.48	120	FDC A Port 48	
GW-501482.49	121	FDC A Port 49	
GW-501482.50	122	FDC A Port 50	
GW-501482.51	123	FDC A Port 51	
GW-501482.52	124	FDC A Port 52	
GW-501482.53	125	FDC A Port 53	
GW-501482.54	126	FDC A Port 54	
GW-501482.55	127	FDC A Port 55	
GW-501482.56	128	FDC A Port 56	
GW-501482.57	129	FDC A Port 57	
GW-501482.58	130	FDC A Port 58	
GW-501482.59	131	FDC A Port 59	
GW-501482.60	132	FDC A Port 60	
GW-501482.61	133	FDC A Port 61	
GW-501482.62	134	FDC A Port 62	
GW-501482.63	135	FDC A Port 63	Sub 3 - Abbotts Bridge Leg B
GW-501482.64	136	FDC A Port 64	Sub 3 - Abbotts Bridge Leg B
GW-501482.65	137	FDC A Port 65	Sub 4 - State Bridge Leg C
GW-501482.66	138	FDC A Port 66	Sub 4 - State Bridge Leg C
GW-501482.67	139	FDC A Port 67	Sub 7 - McGraws Ferry Leg C
GW-501482.68	140	FDC A Port 68	
GW-501482.69	141	FDC A Port 69	
GW-501482.70	142	FDC A Port 70	
GW-501482.71	143	FDC A Port 71	
GW-501482.72	144	FDC A Port 72	

(Pg. 72 SM, north)

TRUNK CABLE FIBER #	FDC TERM / PORT	JUMPER TO	USE
JC 56.01	217	FDC A Port 133	Sub 3 - Abbotts Bridge Leg B
JC 56.02	218	FDC A Port 134	Sub 3 - Abbotts Bridge Leg B
JC 56.03	219	FDC A Port 137	Sub 7 - McGraws Ferry Leg C
JC 56.04	220	FDC A Port 138	Sub 7 - McGraws Ferry Leg C
JC 56.05	221		
JC 56.06	222		
JC 56.07	223		
JC 56.08	224		
JC 56.09	225		
JC 56.10	226		
JC 56.11	227		
JC 56.12	228		
JC 56.13	229		
JC 56.14	230		
JC 56.15	231		
JC 56.16	232		
JC 56.17	233		
JC 56.18	234		
JC 56.19	235		
JC 56.20	236		
JC 56.21	237		
JC 56.22	238		
JC 56.23	239		
JC 56.24	240		
JC 56.25	241		
JC 56.26	242		
JC 56.27	243		
JC 56.28	244		
JC 56.29	245		
JC 56.30	246		
JC 56.31	247		
JC 56.32	248		
JC 56.33	249		
JC 56.34	250		
JC 56.35	251		
JC 56.36	252		
JC 56.37	253		
JC 56.38	254		
JC 56.39	255		
JC 56.40	256		
JC 56.41	257		
JC 56.42	258		
JC 56.43	259		
JC 56.44	260		
JC 56.45	261		
JC 56.46	262		
JC 56.47	263		
JC 56.48	264		
JC 56.49	265		
JC 56.50	266		
JC 56.51	267		
JC 56.52	268		
JC 56.53	269		
JC 56.54	270		
JC 56.55	271		
JC 56.56	272		
JC 56.57	273		
JC 56.58	274		
JC 56.59	275		
JC 56.60	276		
JC 56.61	277		
JC 56.62	278		
JC 56.63	279		
JC 56.64	280		
JC 56.65	281		
JC 56.66	282		
JC 56.67	283		
JC 56.68	284		
JC 56.69	285		
JC 56.70	286		
JC 56.71	287		
JC 56.72	288		

(Pg. 72 SM, south)

(PB, 72 SM, 4000)

TRUNK CABLE FIBER #	FDC TERM/ PORT	JUMPER TO	USE
GW-8014C.01	1		
GW-8014C.02	2		
GW-8014C.03	3		
GW-8014C.04	4		
GW-8014C.05	5		
GW-8014C.06	6		
GW-8014C.07	7		
GW-8014C.08	8		
GW-8014C.09	9		
GW-8014C.10	10		
GW-8014C.11	11		
GW-8014C.12	12		
GW-8014C.13	13		
GW-8014C.14	14		
GW-8014C.15	15		
GW-8014C.16	16		
GW-8014C.17	17		
GW-8014C.18	18		
GW-8014C.19	19		
GW-8014C.20	20		
GW-8014C.21	21		
GW-8014C.22	22		
GW-8014C.23	23		
GW-8014C.24	24		
GW-8014C.25	25		
GW-8014C.26	26		
GW-8014C.27	27		
GW-8014C.28	28		
GW-8014C.29	29		
GW-8014C.30	30		
GW-8014C.31	31		
GW-8014C.32	32		
GW-8014C.33	33		
GW-8014C.34	34		
GW-8014C.35	35		
GW-8014C.36	36		
GW-8014C.37	37		
GW-8014C.38	38		
GW-8014C.39	39		
GW-8014C.40	40		
GW-8014C.41	41		
GW-8014C.42	42		
GW-8014C.43	43		
GW-8014C.44	44		
GW-8014C.45	45		
GW-8014C.46	46		
GW-8014C.47	47		
GW-8014C.48	48		
GW-8014C.49	49		
GW-8014C.50	50		
GW-8014C.51	51		
GW-8014C.52	52		
GW-8014C.53	53		
GW-8014C.54	54		
GW-8014C.55	55		
GW-8014C.56	56		
GW-8014C.57	57		
GW-8014C.58	58		
GW-8014C.59	59		
GW-8014C.60	60		
GW-8014C.61	61	FDC Port 221	Sub 3 - Alberta Bridge Leg B
GW-8014C.62	62	FDC Port 222	Sub 3 - Alberta Bridge Leg B
GW-8014C.63	63	FDC Port 223	Sub 4 - State Bridge Leg C
GW-8014C.64	64	FDC Port 224	Sub 4 - State Bridge Leg C
GW-8014C.65	65	FDC Port 217	Sub 7 - McGinnis Ferry Leg C
GW-8014C.66	66	FDC Port 218	Sub 7 - McGinnis Ferry Leg C
GW-8014C.67	67		
GW-8014C.68	68		
GW-8014C.69	69		
GW-8014C.70	70		
GW-8014C.71	71		
GW-8014C.72	72		

TRUNK CABLE FIBER #	FDC TERM/ PORT	JUMPER TO	USE
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TRUNK CABLE FIBER #	FDC TERM/ PORT	JUMPER TO	USE
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TRUNK CABLE FIBER #	FDC TERM/ PORT	JUMPER TO	USE
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Last Update: 3/10/15

PB @ McGINNIS FERRY RD HUB CABINET - FDC A  
TERMINATION, JUMPER & USE TABLE  
288 COUNT FDC (LC CONNECTORS)